

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**LANCASTER COUNTY ONLINE PAYMENTS/POINT OF SALE
17-079**

**LexisNexis VitalChek Network Inc.
6 Cadillac Drive, Suite 400
Brentwood, TN 37027
360-894-7000**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between LexisNexis VitalChek Network Inc., 6 Cadillac Drive, Suite 400, Brentwood, TN 37027, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

LANCASTER COUNTY ONLINE PAYMENTS/POINT OF SALE – 17-079

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal and Exhibit C

Includes, but not limited to:

- 1) LexisNexis Integrated Web Solution for Lancaster County Interline website with embedded iframe.
 - 2) 45 each – Verifone VX520 terminals with Verifone VX805 pin pad.
2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will not pay for any products or services under the terms of this contract. All fees will be paid by the Users of the service according to the pricing listed in Exhibit C. Services and hardware to be supplied to County are listed in the Vendors Proposal and Supplier Response, a copy thereof being attached to and made a part of this Contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon sixty (60) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Term: The Initial Term of this Agreement shall be from the date of execution by both parties through December 31, 2019. Following the conclusion of the Initial Term, the parties may renew this Agreement for a Renewal Term(s) of four (4) years by mutual written agreement. Together the Initial Term and any Renewal Term shall constitute the Term of this Agreement.

8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.
9. Contractor shall, at its expense, provide the Lancaster County Treasurer the hardware and software required for the Service, to the extent described in the Vendor proposal and listed in Section 1 above.
10. Contractor shall, at its expense and in its sole discretion, train appropriate personnel designated by County in the use and operation of the Equipment associated with the Service.
11. Contractor and County shall cooperate to ensure that payment to County in an amount equal to County's charges for all properly authorized requests in connection with services rendered by County which are correctly processed through the Service will be made directly to County by the Transaction Acquirer contracted by County at the time of the request, and that payment of Fees due Contractor pursuant to this Agreement will be made directly to Contractor by the Transaction Acquirer contracted by County at the time of the request. The Transaction Acquirer currently under contract by County is Elavon. County shall notify VitalChek in writing of any change in Transaction Acquirer.
12. Contractor will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by Contractor, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in Contractor's reasonable discretion. The current Fees are detailed on Exhibit C attached hereto.
13. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by Contractor, Contractor's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
14. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, Contractor has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to County, and County agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. The VitalChek Policies are attached hereto as Exhibit A. At least 30 days prior to any amendment to the VitalChek Policies taking effect as between Contractor and County, Contractor shall provide County a copy of the amended VitalChek Policies according to the notice provisions of this Agreement. County acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within County's systems, County will immediately notify Contractor, and provide Contractor and/or its processor or the relevant card company access to County's facilities and all pertinent records to conduct a review of County's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.
15. County will work with Contractor in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.

16. County hereby agrees to protect, indemnify, defend, and hold harmless Contractor from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by County or its employees. Contractor agrees to protect, indemnify, defend and hold harmless County from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Contractor, its employees and subcontractors.
17. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
18. It is agreed that under this Agreement Contractor does not transfer, and County does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by Contractor.
19. Notices: All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to County or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Contractor:

Lancaster County Treasurer
 555 S 10th Street
 Lincoln, Nebraska 68508
 AND
 Lancaster County Board of Commissioners
 555 S 10th Street
 Lincoln, Nebraska 68508

LexisNexis VitalChek Network Inc.
 6 Cadillac Drive
 Brentwood, Tennessee 37027
 AND
 Legal Department
 1000 Alderman Drive, MD-71A
 Alpharetta, Georgia 30005

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

20. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
21. The Parties hereby agree that this Contract constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written. To the extent any provisions of the Contract Terms conflict with the provisions of any of the attachments hereto, the provisions of the Contract Terms shall prevail.
22. This Contract shall be construed in accordance with and governed by the laws of the State of Nebraska.

23. This Contract is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.
24. Capacity: The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.
25. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Exhibit A (VitalChek Policies)
 4. Exhibit B (Elevon Certification)
 5. Exhibit C (Fee Schedule)
 6. Specifications
 7. Attachments A and B
 8. Addendums No. 1, 2 and 3
 9. Instructions to Proposers
 10. Insurance Requirements
 11. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this Contract upon completion of signature on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
LANCASTER COUNTY ONLINE PAYMENTS/POINT OF SALE
17-079
Lancaster County, NE LexisNexis
VitalChek Network Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Denise Harpole Seal
Secretary / SALES

LEXISNEXIS VITALCHEK NETWORK INC.
Name of Corporation

60 CADILLAC DRIVE, STE 400, BIRKENWOOD, TN 37027
Address

By: [Signature]
Duly Authorized Official

VICE PRESIDENT AND GENERAL MANAGER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Reviewed by
LNRS
Legal
Chris Buyting
2017.05.26
15:16:23
-04'00'

Lancaster County Signature Page

**CONTRACT
LANCASTER COUNTY ONLINE PAYMENTS/POINT OF SALE
17-079
Lancaster County, NE
LexisNexis VitalChek Network Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,
Nebraska

Deputy Lancaster County Attorney

dated _____

VITALCHEK NETWORK, INC. Paper and Electronic Media Policies

1.1 Policy Applicability

All employees handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

1.2 Storage

1.2.1 Hardcopy Media

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces

1.2.2 Electronic Media

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All electronic media containing confidential or sensitive information should be clearly labeled as such
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.
- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

Elavon Product Certification Letter

Product Information

| | | | |
|-------------------------|----------------|----------------------------|------------|
| Product Name: | VCNVPS gateway | Date Added: | 05/01/2017 |
| Product Version: | 1.0 | Date Last Updated: | 05/01/2017 |
| Vendor ID: | | Date Certified: | 05/01/2017 |
| Vendor Name: | Lexis Nexis | Certification Type: | Gateway |

Product Description

LexisNexis is a leading global provider of content-enabled workflow solutions designed specifically for professionals in the legal, risk management, corporate, government, law enforcement, accounting, and academic markets.

Contacts

| | | | | | |
|---------------|--------------------------|---------------|------------------------|---------------|----------------------|
| Name: | Jason Tomlinson | Name: | Francine Gehring | Name: | Deb Dumas |
| Type: | Business | Type: | Business | Type: | Certification |
| Phone: | 615-372-6826 | Phone: | 615-372-6845 | Phone: | 615-372-6809 |
| FAX: | | FAX: | | FAX: | |
| Email: | jtomlinson@vitalchek.com | Email: | fgehring@vitalchek.com | Email: | ddumas@vitalchek.com |
| Name: | Brad Maxwell | | | | |
| Type: | Technical | | | | |
| Phone: | 615-372-6837 | | | | |
| FAX: | | | | | |
| Email: | bmaxwell@vitalchek.com | | | | |

SPECIFICATION / UTILITY

| | |
|---------------------------------------|---------|
| viaConex / SSL | - 4.022 |
| Elavon Clearing File Settlement (ECF) | - v4.30 |

COMPLIANCE/REGISTRATION

| | |
|------------------------|----------------|
| PCI / PA-DSS Compliant | - Oct 15, 2016 |
|------------------------|----------------|

EDC CAPTURE METHOD / MARKET SEGMENT

| | |
|-----------------|------------|
| Term / Retail | - TZLN01GC |
| Term / Internet | - TZLN01IC |
| Term / MO/TO | - TZLN01MC |

NETWORK DELIVERY / COMM PROTOCOL

| | |
|---------------------|------------------|
| Public Internet | |
| viaConex Gateway | - REKEY Provided |
| sftp (SSH) | |
| Destination ID | - 8141 |
| MoveIT ID / User ID | - LExNEX |

REGION

| | |
|--------------|---|
| Region - USA | - |
|--------------|---|

BATCH / SETTLEMENT

| | |
|--------------------------|---|
| Batch File - Settlements | - |
|--------------------------|---|

POS ADMIN FUNCTIONS

ENCRYPTION TYPES / OPTIONS

EMV SPECIFIC DATA

CREDIT CARD TRANSACTION OPTIONS

POS Per TID (Each POS has unique TID) -

Swiped (MSR)

Keyed (requires CP/CNP Indicator) -

Key Entered Card Present Indicator

Keyed CNP - Single MO/TO Indicator

Partial Auth Capable - Credit Card

Address Verification-Full -

Address Verification-ZIP/Postal -

CVV2 / CVC2 / CID -

Force Approval Code

Purchase Card Level II -

Purchase Card Level III -

Invoice Number (required CNP/Ecomm) -

Recurring Payment Indicator

E-Commerce Indicator

TOKENIZATION TYPES / OPTIONS

OS+COMPATIBILITY

Linux - centos 5.6,7 late 2016

CREDIT CARD TRANSACTION TYPES

Credit Card Sale -

Credit Card Return -

Credit Card Force -

Credit Card Reversal (TOR) -

Credit Card Reversal (Known Response) -

DEBIT NETWORK TRANSACTION TYPES

Term EDC for DEBIT Auth - Stmt File

US Debit Purchase -

US Debit Return -

US Debit Reversal (TOR)

US Debit Reversal (Known Response)

DEBIT NETWORK TRANSACTION OPTIONS

POS Per TID (Each POS has unique TID)

Swiped (MSR)

Partial Authorization Capable - PIN Debit

3DES DUKPT (Debit)

EBT NETWORK TRANSACTION OPTIONS

ECS/ACH TRANSACTION OPTIONS

EGC/LOYALTY TRANSACTION OPTIONS

COMMERCE SDK INTEGRATION - CONVERG

EBT NETWORK TRANSACTION TYPES

ECS/ACH TRANSACTION TYPES

EGC/LOYALTY TRANSACTION TYPES

PRIVATE LABEL TRANSACTION TYPES

PRODUCT NOTES

Proposal – Lancaster County - Online Payments/Point of Sale Services

Company Name: LexisNexis

| | Credit | POS Pin Debit | |
|---|--------------------------------|-------------------|--------|
| Business Units with an average transaction: equal to, or less than \$100.00 | 2.35%, no minimum | 2.35%, no minimum | |
| Business Units with an average transaction greater than \$100.00 | The greater of \$2.00 or 2.35% | \$2.00 | |
| E-CHECK | | | \$1.00 |
| CHARGEBACK FEES | | | |
| IMPLEMENTATION/CONVERSION ONGOING COST | | | |
| EQUIPMENT COST | | | |

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|---|---------------------|---|---------------------|
| Bid Creator | Robert Walla Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68508 | Address |
| Email | rwalla@lincoln.ne.gov | Contact | Robert Walla Purchasing Agent | Contact |
| Phone | 1 (402) 441-8309 | | | |
| Fax | 1 (402) 441-6513 | | | |
| Bid Number | 17-079 Addendum 3 | Department | | Department |
| Title | Lancaster County Online Payments and Point of Sale Services | Building | Suite 200 | Building |
| | | Floor/Room | | Floor/Room |
| Bid Type | RFP | Telephone | 1 (402) 441-8309 | Telephone |
| Issue Date | 2/24/2017 08:00 AM (CT) | Fax | 1 (402) 441-6513 | Fax |
| Close Date | 3/20/2017 12:00:00 PM (CT) | Email | rwalla@lincoln.ne.gov | Email |

Supplier Information

Company LexisNexis VitalChek Network Inc
 Address 6 Cadillac Drive
 Ste 400
 Brentwood, TN 37027
 Contact Paula Johnson
 Department
 Building
 Floor/Room
 Telephone (615) 372-6800
 Fax
 Email PJohnson@vitalchek.com
 Submitted 3/18/2017 09:38:48 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Paula Johnson

Email PJohnson@vitalchek.com

Supplier Notes

We are pleased to submit our response to the County's RFP - Lancaster County Online Payments/Point of Sale Services. Attached is our response, pricing and proof of insurance coverage as required. Our written response (original and required copies) has been shipped to the Purchasing Agent as outlined in the specifications for delivery by the deadline

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|-------------------------|
| 1 | Bid Documents | I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. | Yes |
| 2 | Insurance Requirements and Endorsements | <p>Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of ACCORD and the following endorsements:</p> <ol style="list-style-type: none">1. Additional Insured - Lancaster County.2. Workers Compensation - Waiver of Subrogation. <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p> | Yes |
| 3 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 4 | Purchase Order, Contract and Delivery Contact | <p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.</p> | DHargrove@vitalchek.com |
| 5 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 6 | Contact | Name of person submitting this bid: | Paula Johnson |
| 7 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 8 | Instructions to Proposers | I acknowledge reading and understanding the Instructions to Proposers. | Yes |
| 9 | Proposal Submission | I have prepared and delivered/mailed to the City/County Purchasing Agent an original and 3 copies of my proposal as requested in the Specifications. | Yes |

10 U.S. Citizenship Attestation Is your company legally considered an Individual or Sole Proprietor: YES or NO No

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

11 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

12 Agreement to Addendum No. 2 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

13 Agreement to Addendum No. 3 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|--|----------|
| 1 | 1 | EA | This is to notify you that RFP 17-079 for Lancaster County Online and Point of Sale Services for the County Treasurer is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417. | \$0.00 |

Item Notes:

Supplier Notes:

Response Total: \$0.00



Proposal for Lancaster County Online Payments/Point of Sale Services RFP

March 20, 2017

Submitted by:

Myron Bouchakian

National Account Manager

206-939-2158

myron.bouchakian@lexisnexis.com



This proposal includes data that shall not be disclosed outside Lancaster County or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, Lancaster County shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4). LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc., used under license. © 2017 LexisNexis.

3/20/17

Bob Walla
Lancaster County
County Purchasing
440 S. 8th Street, Suite 200
Lincoln, Ne 68508

Lancaster County is seeking an exceptionally qualified payment provider to serve as a front-end payment mechanism for the County's current debit and credit card processor- Elavon. We at LexisNexis® Payment Solutions are uniquely positioned from a technological, financial, and an experience standpoint to meet or exceed the requirements of this Request for Proposal, being a certified partner with Elavon.

For almost 30 years, LexisNexis VitalChek has been engaged in the business of providing payment solutions and systems exclusively to State and Local government agencies. As a leading provider of customized payment solutions, we provide our unique bundle of payment services to more than 2,800 government agencies. We are PCI-DSS level 1 compliant.

Currently, we are a strategic partner with Elavon, specifically in the Government and Utilities space, and are pleased to be able to 100% comply and support this RFP. Our relationship with Elavon assures a smooth transition should we be selected for an award and helps to assure that any effect on the County's credit card payment revenue stream during transition is minimal.

Lancaster County will benefit from the following:

- Centralized Real-Time Payment System
- No Cost to County
- No Integration Cost
- Secure PCI Environment
- Chargeback Management Real-Time Back Office Reporting

Our VitalChek Product Suite ("VPS") services include web payments, phone payments, IVR, and POS payments, and we specialize in delivering compliant convenience fee and service fee solutions!

LexisNexis Payment Solutions is eager to initialize a long-standing relationship with Lancaster County and we look forward to discussing this proposal with you. Meanwhile if you have any questions, please contact Myron Bouchakian by phone at 206-939-2158 or my e-mail at myron.bouchakian@lexisnexis.com.

Sincerely,

Myron Bouchakian
National Account Manager
LexisNexis Payment Solutions

Please refer to the Appendix on RFP specifications 1.2 through 4.2.6.1. We have included brief responses and acknowledgements.

Tab 1 - Technical Approach

5.1. A. FUND TRANSFER-Describe the process for transferring funds to the County. * Include the following information:

- * What method will be used?
- * When will the County receive funds for credit card and Ach transactions?
- * What are the daily cutoff times for transmission?
- * Will Vendor need to debit our bank account?

Response.

A. Fund Transfer

The method of funds transfer is Automated Clearing House (ACH). US Bank/Elavon will still be responsible for funding and settlement; therefore funding time should not change. As we are certified with Elavon, it is possible that funding time could be improved, this function will be part of the final testing and we will assure our role/function will be optimized on our end.

LexisNexis Payment Solution will have no need to debit the County's bank account. Transaction Returns and adjustments may be coordinated between LexisNexis Payment Solutions, Elavon and the County.

5. B. EQUIPMENT-Describe the hardware and software necessary for EMV-compliant acceptance of credit and debit cards (a) with card present, (b) card not present, (c) via e-Commerce (internet), and (d) pin-based debit.

*** Describe all software components, hardware components, services, and tasks required to implement a working, fully functional system.**

*** The Vendors point-of-sale terminal software must support the following functions:**

- a. Transaction processing for Visa, MasterCard, Discover, and American Express;
- b. Automatic capture of payment details;
- c. Authorization of payment amounts;
- d. Void and refund;
- e. Dual-copy receipt;
- f. Decline notification message;
- g. Rejection detail for non-authorized transactions; and
- h. Update, add, or delete clerk and/or supervisor.

*** The credit card payment terminals will have at a minimum:**

- a. Magnetic-stripe card reader;
- b. EMV certified smart card reader;
- c. NFC/Contactless;
- c. Data entry keypad;
- d. Optical display;
- e. Integrated thermal receipt printer;
 - * Maximum number of users that can simultaneously utilize the credit card payment platform.
 - * Status of each device (owned, rented, leased).
 - * Software vendor and version number.
 - * Web address where payments are processed for face to face processing

Response.

All payment Data regardless of payment channel or payment type loads and resides into a central “hub” LexisNexis back office system in real time.

This LexisNexis Payment Solution Application also known as the VitalChek Product Suite (“VPS”) is our system for payment processing.

As illustrated below, payments can be processed via POS, IVR, phone, mobile, Kiosk and the internet (web).

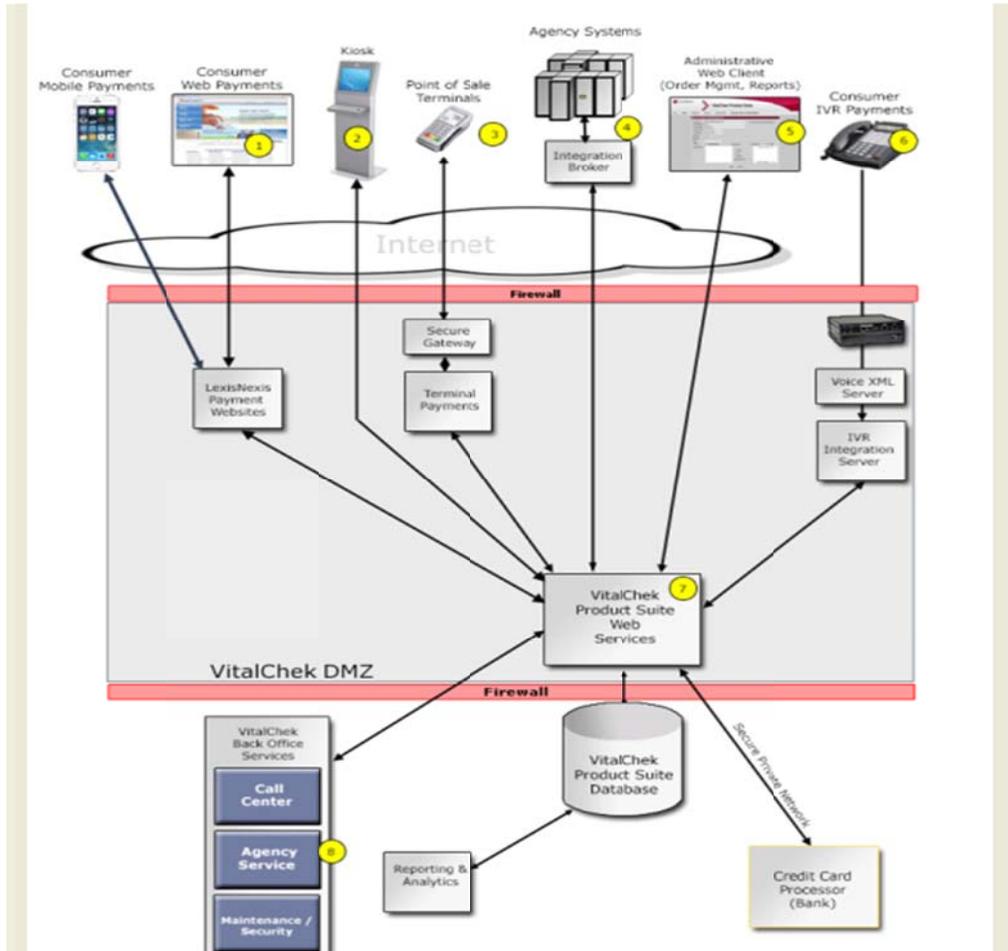
The LexisNexis VPS application is an application specifically developed for government agencies that allows personnel to log in and view-online

activities. It allows them to perform the following functions:

- Real-time access to payment information and settlement
- Real-time verification of payments
- Enter and authorize phone payments
- Void payments
- Run and view reports
- Print receipts
- Administer Users
- Run the end of day close process, which can also be scheduled or manually initiated via VPS
- Print expedited shipping labels (should the payment be for a product that must be shipped)
- View tutorials

Technical System Diagram

The following technical system diagram illustrates the VPS system and includes the key components for customer facing websites, administrative agency facing systems, multiple payment channels as well as customer/technical support and back-end platforms as described in our response.



Note: No client software is required and all payment data regardless of source (web, counter, and phone) is stored in the LexisNexis system. In all solutions, the credit card information is collected and stored on the LexisNexis site, for the purpose of maintaining PCI compliancy. County personnel will be able to access real time information in VPS on payment information, transactions and settlement information.

Online Payments/Point of Sale Services**Summary of VPS System Components**

- 1) Web Payments - LexisNexis provides secure hosted web payments and mobile payments for consumer transactions over the internet. We accept all major credit cards and electronic checks. Depending on the solution the agency requires, we can provide real time integration to the back office, or batch oriented interfaces.
- 2) Kiosk –Kiosks are now available to LexisNexis customers based on the number of transactions processed.
- 3) Point of Sale Terminals- LexisNexis provides our NextGen VeriFone POS terminals for in person transactions using major credit and pin-debit cards for agencies wishing to implement POS payments. LexisNexis VeriFone terminals are EMV capable and utilize a micro browser presentation in the POS terminal which allows for dynamic payment workflow customized for the County. They are NFC capable.
- 4) Integration Broker – LexisNexis provides a variety of integration strategies for interfacing with back office systems through real time and batch interfaces.
- 5) Administrative Web Client – The LexisNexis solution provides a web based client for the following major functions:
 - a) Searching/Viewing Orders
 - b) Reconciling Payments / Closeout
 - c) Managing Users
 - d) Reporting
- 6) IVR Payments- LexisNexis utilizes the latest voice technology using Nuance and VoiceXML in its consumer payment IVR. Similar to other payment channels, LexisNexis provides a customizable workflow for prompts for accepting the consumer payment for agencies utilizing IVR payments.
- 7) Web Services- All consumer and agency applications consolidate transactions through LexisNexis secure web services. These services are WC3 standard so they can be accessed from a variety of programming languages.

Online Payments/Point of Sale Services

- 8) Back Office Services- LexisNexis maintains a complete staff for servicing our solution through our technical help desk and consumer call center. The technical help desk is available 24x7, and our consumer call center is available 7AM to 7PM CST and is staffed with over 100 employees.

System Requirements for agency personnel to access the application. The system is accessed through the URL:

<http://Agency.vitalchek.com/VPSWeb2/>

1. PCs must have access to the internet.
2. Internet Browser: Firefox latest version recommended, latest version of Chrome or IE.
3. Users must have a valid email address for Log-in & Account Registration.
4. PC configuration:
 - a. Recommended CPU – Dual-core or higher
 - b. Recommended memory – 2GB or higher
 - c. Required screen resolution – 1024x768 or higher
 - d. Operating System – Windows XP, Vista or Windows 7 (32 or 64-bit version)
5. PCs must have the following software:

Adobe Acrobat Reader: This is needed for viewing and printing reports and JAVASCRIPT must be enabled.
6. Firewalls should be opened to allow traffic to Agency.vitalchek.com/vpsweb2.

LexisNexis recommends customers upgrade to the latest browsers (IE11 or 12) and the latest versions of Chrome and Firefox to maintain up-to-date browser security allowing access to secure Websites, additional security defense, and the best possible Website experience. Our software is compatible with the latest antivirus software.

So that the County and its departments have a better understanding of our proposed POS equipment, we have included the section below detailing our POS hardware.

Point-of-Sale Services (Card Present)

One of the most common concerns among government merchants involves challenges related to visibility and accountability for over the counter card payment transactions. Specifically where a single terminal shared across multiple employees. **LexisNexis deploys POS terminals that can be “activated” by each employee using an individual PIN.**

This means one terminal can be used by several employees and each transaction is tied to a specific employee based on their PIN. With LexisNexis, supervisors, managers and auditors will know who took what payments as well as all related details surrounding when they were taken.



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GENERAL DESCRIPTION

- The VeriFone VX 520 payment terminal
- The VeriFone VX 805 Pin Entry Device

The VeriFone VX 520 terminal processes card present pin-debit/credit transactions. It communicates to LexisNexis via the internet to run the POS application. The terminal prompts the user to activate the terminal using a unique PIN, which then allows the user to enter the transaction data, formats the transaction, and submits it to the LexisNexis payment application for approval. The terminal receives the response from the approval process and prints the receipt.

The VeriFone VX 805 is the external pin entry device (aka pin pad). The VX 805 pin pad is used for entering the pin number for pin-debit transactions. The customer must swipe or “dip” their card on the VX 805. Transaction data does not persist to either device. Two paper receipts are printed (one for your agency and one for the customer). Duplicates can be printed as well.

The VX 520 POS terminal will require an electrical outlet and internet access for communication to the LexisNexis POS Application. Each terminal requires an Ethernet line and can be configured so that the terminal can obtain an IP address via the DHCP protocol or be assigned a static IP address. A reliable, high-speed internet connection will help to ensure that transaction response time is optimal.

- The VeriFone VX520 Payment Terminal



- The VeriFone VX 805 Pin Entry Device



- **Signature and/or PIN**
- **Traditional Swipe and Chip Technology**
- **Internet connected (dynamic IP or static)**
- **Secure terminal with no stored data**
- **Separate PIN pad eliminates need for agencies to handle cards**

The VeriFone VX 520 terminal processes card present debit/credit transactions. It communicates to LexisNexis via the internet to run the POS application. The terminal prompts the user to enter the transaction data, formats the transaction, and submits it to the LexisNexis payment application for approval. The terminal receives the response from the approval process and prints the receipt(s).

The VeriFone VX 805 is the external pin entry device (aka pin pad). The VX 805 pin pad is used for entering the pin number for debit transactions. The customer must swipe or “dip” their card on the VX 805.

Transaction data does not persist to either device. Two paper receipts are printed (one for your agency and one for the customer). The pin pad is plugged directly into the VX 520 through an RS232 connector cable, which is supplied by LexisNexis. The VX 805 is injected with a 3DES DUKPT (Derived Unique Key per Transaction) security key. Both devices are PCI PED, Version 3.x approved.

The VX 520 POS terminal will require an electrical outlet and internet access for communication to the LexisNexis POS Application. Each terminal requires an Ethernet line and can be configured so that the terminal can obtain an IP address via the DHCP protocol or be assigned a static IP address. A reliable, high-speed internet connection will help to ensure that transaction response time is optimal.

VeriFone VX520 Terminal

- Connectivity: Ethernet
- Security: PCI PTS 3.X approved
- Power: 9V DC, 4.0A
- Environmental: 32° to 122° operating temperature, 5% to 90% relative humidity
- Physical: 8.0” L x 3.1” W x 3.4” H, 17.6 ounces weight

VeriFone VX805 Card Peripheral

- Connectivity: Single, multi-port connector to VX520 terminal
- Security: PCI PTS 3.X approved
- Power: 5-12VDC, 2.5A (provided through VX520)
- Card Acceptance: EMV, NFC, Bi-directional triple track Magnetic Card Reader
- Environmental: 32° to 104° operating temperature, 5% to 90% relative humidity
- Physical: 5.9” L x 3.4” W x 1.1” H, 9.5 ounces weigh

Online Payments/Point of Sale Services

Point of Sale Terminals- LexisNexis provides our NextGen VeriFone POS terminals which accept convenience fee based payments for in person transactions using major credit and debit cards. LexisNexis VeriFone terminals are EMV capable and utilize a micro browser presentation in the point of sale terminal which allows for dynamic payment workflow customized for each agency. Our POS Terminals satisfy all the requirements listed in 5.B. The POS terminals are owned by LexisNexis throughout the term of the contract, and in the event replacement is necessary, replacements are shipped within 24 hours with no shipping charges.

Activate Device and Select Function



Choose Product and Enter Reference ID (Optional)



Enter Amount



SWIPE CARD and Enter PIN (for Debit Transactions Only)



Discloses Payment Option Debit or Credit – Discloses Service Fee to Payer



Print Receipt



Implementation - LexisNexis' VeriFone POS Equipment*LexisNexis will provide the following:*

- All POS terminals, and required connection cables needed for the over-the-counter application at no cost to your agency. The equipment will be pre-configured for each location and directly shipped there.
- Replacement POS equipment in the event of an equipment failure.
- Thermal receipt paper rolls as needed.
- 24/7/365 Help Desk support for reporting any problems with POS equipment or applications.

County responsibilities:

- Provide an electrical outlet and an Ethernet connection for each POS terminal.
- Open up firewalls to allow the POS and back-office applications to process, as LexisNexis as well being able to retrieve the daily extract file via SFTP (If applicable).
- Provide at least one PC with internet access to run the back-office application.
- Provide PC(s) which meet the minimum hardware and software requirements to run the application.

Note: Our POS terminals (previous pages) allow a County user to select a product along with an account/reference number if County desires this for any particular location. Customer uses pin-pad only, and County cashiers do not need to ever actually touch a customer's credit or debit card. Capturing product and reference information roll into your detail report thus providing needed information. This is a robust option for a County department to utilize. LexisNexis Payment Solutions provides compliant service fee management and has nearly 30 years of experience facilitating service and convenience fees to Government agencies.

5. B. PIN DEBIT

VeriFone VX805 Card Peripheral

- Connectivity: Single, multi-port connector to VX520 terminal
- Security: PCI PTS 3.X approved
- Power: 5-12VDC, 2.5A (provided through VX520)
- Card Acceptance: EMV, NFC, Bi-directional triple track Magnetic Card Reader
- Environmental: 32° to 104° operating temperature, 5% to 90% relative humidity
- Physical: 5.9" L x 3.4" W x 1.1" H, 9.5 ounces weigh



The VX 805 is the external pin entry device (aka pin pad). It is plugged directly into the VX 520 through an RS232 connector cable, which is supplied by LexisNexis. The purpose of the VX 805 is to allow secure data entry for a debit card PIN number.

Both the VX 520 and the VX 805 are injected with a 3DES DUKPT (Derived Unique Key per Transaction) security key. Both devices are PCI PED approved.

5. B. Card Not Present

LexisNexis Payment Solutions provides our web based client solution allowing users and departments Countywide to accept Card Not Present Transactions (i.e. Telephone Order). This portal allows any County department to accept phone orders without the Card being present.

Order: 65599398

Order Details | Correspondence | Order Summary | Comments

Order Details

Select New Product: Drivers License Renewal [Add]

| Line # | Product | Price | Reference # |
|--------|-------------------------|-------|-------------|
| 1 | Drivers License Renewal | 25.00 | 12345678 |

Payment

Select New Payment: Credit Card [Add]

| # | Type | Amount | Card/Acct | Last Name | First Name | Status |
|---|------|--------|-----------|-----------|------------|--------|
| | | | | | | |

Status: Order In Progress Payment

Source: Phone

Fee Data

| | |
|--------------|--------------|
| Agency | 25.00 |
| Expedite | 0.00 |
| Misc | 0.00 |
| VitalChek | 2.50 |
| Shipping | 0.00 |
| Other | 0.00 |
| Total | 27.50 |

Update/Save | Cancel Order | Copy

To make a Card Not Present Payment Order, you can first select a product from pop down menu “highlighted”. Then you would click “Add”. The screen below allows for reference fields to be entered (i.e. Permit #, Account #).

Order Details | Correspondence | Order Summary | Comments

Order Details

Select New Product: Vehicle Registration [Add]

Payment

Select New Payment: [Add]

Vehicle Registration

Product Information

| | |
|---------------------|----------|
| Amount | 75.00 |
| Registration Number | 08-12345 |
| First Name | John |
| Last Name | Doe |

OK | Cancel

Status: Order In Progress Payment

Source: Phone

Fee Data

| | |
|--------------|-------------|
| Agency | 0.00 |
| Expedite | 0.00 |
| Misc | 0.00 |
| VitalChek | 0.00 |
| Shipping | 0.00 |
| Other | 0.00 |
| Total | 0.00 |

Update/Save | Cancel Order

After reference fields are filled in by the agency, the user would simply click OK to go the payment fields below:

Our fast track payment screen allows you to accept and authorize Card Not Present transactions with ease and offer a real time printable receipt to be emailed to a payer.

All payment data (customer/cardholder information) regardless of source (web/counter, IVR, Phone, call Center) is stored in the LexisNexis system. LexisNexis does retry failed payments and provides support for timeout reversal and void requests initiated by authorized personnel. LexisNexis monitors the network 24/7/365.

5. B (via e-Commerce (internet))

Web Payments

LexisNexis provides secure hosted web payments for consumer transactions over the internet. We accept all major credit cards and electronic checks. Depending on the solution the County requires, we can provide real time integration to the County back office, or batch oriented interfaces. Our web payments is an ideal solution for customers (citizens) who prefer or need to pay online. Our customizable and intuitive web payment pages make it easy for customers to pay their bills

using a credit card or checking account. Upon completing payments, customers will receive an email of their receipt which is sent to the mandatory email address provided on the web payment web form.

As a standard, LexisNexis offers several web integrating options with an agency website: form post, web services call, validate against a daily file are some of the ways we can integrate web payments for an agency. LexisNexis can receive data posted to a billing page with the County's name and logo in the header and provide a branded look and feel as well.

Customers will have the confidence that they are making payments to the County in that way.

Validation

LexisNexis can provide: 1.) A real time lookup and post back to the County's system or, 2.) We are able to accept/load a file from the County on a daily basis to use for account validations during the payment process. LexisNexis can either post back after doing an internal validation or provide a flat file at the end of each day. Payment files are available for download by the County from a secure FTP site.

SFTP – We provide secure directory services on the internet where we batch import/export data with our customers. We provide a scheduling service for coordinating the frequency of importing/exporting data feeds.

As part of the standard implementation, the LexisNexis system can generate an SFTP close file each time a close is performed. This file will have a detail record for each payment that was made through the LexisNexis Payment Solutions system that is included in the close. At the completion of the close, the SFTP file is written to the LexisNexis SFTP server. The County will have a login id and password to allow them into their agency folder to retrieve their files. Payment Solutions has a standard record format for this file, but custom formats can be developed to meet needs of the target applications. LexisNexis has worked with the various County agencies and currently provides 12 different record formats to streamline the integration of card payments with the County's back office systems.

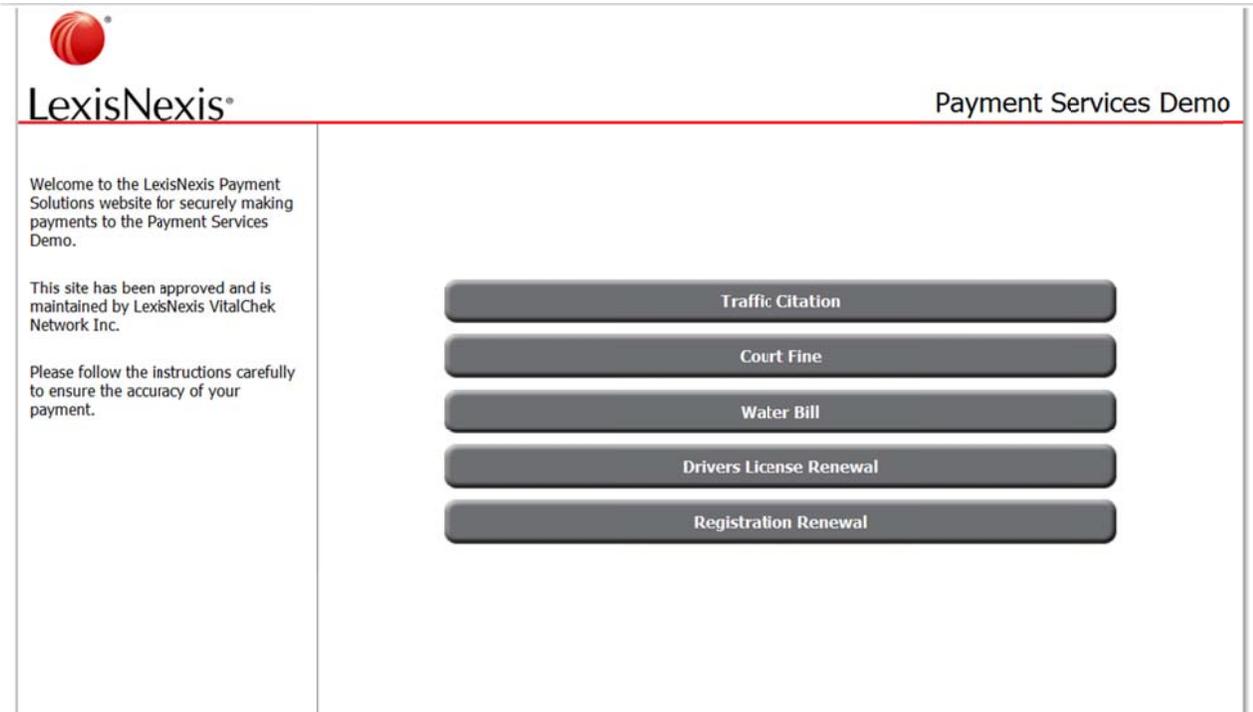
We offer a range of solution architectures for integrating with the County's systems. We will work with the County's technology professionals to identify and implement the most appropriate technology architecture for each agency unit.

Online Payments/Point of Sale Services

- Web Services- Our complete solution is available through secure web services (WC3 Compatible SOAP/WSDL) over the internet. These services can be accessed by a variety of programming languages (C#, Java, Perl, etc.).
- HTTP Post / Get REST - Many of our customers integrate with us via simplified HTTP post and get interfaces. Typically we customize as needed for the customer. We also commonly use HTTP for web site integrations of payment functions.
- Main Frame – We provide custom interfaces to mainframe systems via 3270 HLLAPI, or similar mechanisms. We assist the customer in building these interfaces.

We would be glad to provide the County with our standard protocols for form post and/or web services. In the event LexisNexis Payment Solutions is a finalist for the scope of work of this RFP, we can provide a demonstration for both integrated and blind web payments.

There may be departments in the future which may wish to accept web payments, and if those needs do not require integration or validated payments, we can also offer “Blind” payments; which are reliant on the payer to enter the correct information needed to post their payment. Below is an example of a landing page followed by which can be used for a County department to accept online web payments.



The screenshot shows a landing page for LexisNexis Payment Services Demo. On the left side, there is a vertical column containing the LexisNexis logo, a welcome message, and instructions. The main content area on the right features five large, dark grey buttons stacked vertically, each representing a different payment service: Traffic Citation, Court Fine, Water Bill, Drivers License Renewal, and Registration Renewal.

LexisNexis® Payment Services Demo

Welcome to the LexisNexis Payment Solutions website for securely making payments to the Payment Services Demo.

This site has been approved and is maintained by LexisNexis VitalChek Network Inc.

Please follow the instructions carefully to ensure the accuracy of your payment.

- Traffic Citation
- Court Fine
- Water Bill
- Drivers License Renewal
- Registration Renewal

One example of a non-integrated landing page for accepting web payments. The buttons representing products can be customized by department.



Payment Solutions Demo Agency I

Verification
Payments will be posted within 1 business day.

Contact Information
The best way to contact the "Payment Solutions Demo Agency I" is to call (999) 123-4567 Monday through Friday between 8:30 am and 4:30 pm PST.

Processing Fee
Customers of this site will be charged a non-refundable processing fee of \$3.50 by LexisNexis VitalChek Network Inc.

Charge Information
By submitting this request, you are authorizing a charge to your credit card or a debit to your checking account for the amount entered plus the LexisNexis VitalChek Network Inc. processing fee.

Court Fine

Please review the entered values for accuracy. Click on the "Go Back" button to make corrections. Click on the "Continue" button to continue the payment process

* indicates a required field

Citation Number:*

Citation First Name:*

Citation Last Name:*

Citation Date:*

Amount:*

Tell us what Reference Fields you want.

Go Back

Continue

| | |
|-------------------------------|---------|
| Agency Amount | \$55.00 |
| LexisNexis Service Fee | \$2.50 |
| Total Amount | \$57.50 |

| | |
|---|--|
| <p>Billing Address</p> <p>Address Type</p> <p><input checked="" type="radio"/> Domestic (US and Puerto Rico) <input type="radio"/> Military (APO/FPO) <input type="radio"/> International (including Canada, Mexico)</p> <p>Billing First Name* <input type="text"/></p> <p>Billing Last Name* <input type="text"/></p> <p>Billing Zip Code* <input type="text"/></p> <p>Billing Address Line1* <input type="text"/></p> <p>Billing Address Line2 <input type="text"/></p> <p>Billing City* <input type="text"/></p> <p>Billing State* <input type="text" value="AL"/></p> <p>E-mail* <input type="text"/></p> <p>Confirm E-mail* <input type="text"/></p> <p>Phone Number* <input type="text" value="(999) 999-9999"/></p> | <p>Payment Information</p> <p>Payment Type</p> <p><input checked="" type="radio"/> Credit Card <input type="radio"/> Personal Check <input type="radio"/> Business Check</p> <p>Card Number* <input type="text"/></p> <p>Expiration Date* <input type="text"/> <input type="text"/></p> <p>Security Code* <input type="text"/></p> <p>We've provided this sample credit card to assist you in finding the security code. MasterCard, Visa, Discover</p>  <p>Scheduled Payment</p> <p>Would you like to schedule payment for future date or pay now? <input checked="" type="radio"/> Now <input type="radio"/> Future</p> <p>Schedule Payment For <input type="text" value="03/02/2017"/></p> |
|---|--|

Previous Page Continue

| | |
|--------------------------------------|--|
| Agency Amount \$55.00 | |
| LexisNexis Service Fee \$2.50 | |
| Total Amount \$57.50 | |

| | |
|---|--|
| Billing Address | Payment Information |
| Billing First Name Charles | Credit Card |
| Billing Last Name Conner | Card Number *****8654 (MASTERCARD) |
| Billing Zip Code 37027 | Expiration Date 03/2020 |
| Billing Address Line1 6 Cadillac Drive | Payment Authorization |
| Billing Address Line2 | Total Amount \$57.50 |
| Billing City Brentwood | <input checked="" type="checkbox"/> By checking this box, I am authorizing the payment of the bill amount plus the LexisNexis Service Fee. |
| Billing State TN | |
| Billing Country United States of America | |
| E-mail Charles.Conner@email.com | |
| Phone Number (888) 8888888 | |

[Previous Page](#) [Pay Now](#)

Payment Solutions Demo Agency I

Payment Date: 6/30/2015
Payment Status: AUTHORIZED
Confirmation Number: 49660525
Payment Method: Credit Card
Number: *****8654
Citation Number: 09-23456

Bill To: Randall Test
123 My Street
Suite 1
Brentwood, TN 37027 US

Payment Amount: \$ 15.00

Your payment was made through Phone.

For business or technical support, please send an email to paymentsolutions@lexisnexis.com

LexisNexis Payment Solutions
LexisNexis VitalChek Network Inc.

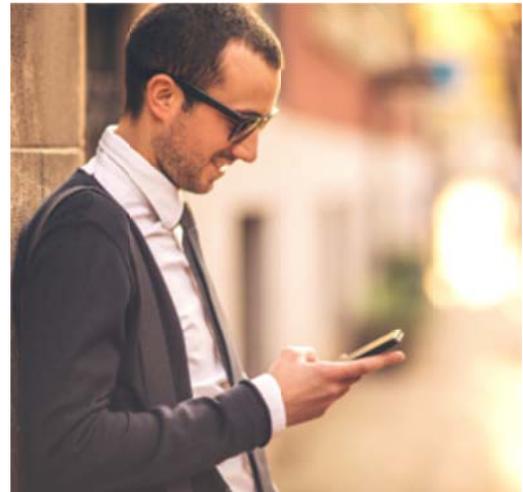
An Example of a real time printable receipt sent to a payer.

Once paid, a payer receives a real-time printable receipt (above) and the agency can receive a post back, an email or both. LexisNexis Payment solutions expects a web payments integration as part of the scope of work in this RFP. Even though “blind” payments may not be utilized within the scope of work, we wished to demonstrate flexibility in being able to help government agencies accept all types of web payments, even if the payments are non-validated.

Mobile Payments (part of web payments)

Our payment services support all major mobile devices including smart phones and tablets and works on iPhone, Android Phones, Blackberry Phones and iPads. There is no special app or software required. Our payment website is fully mobile enabled and alters itself to appropriately render for the device. LexisNexis Payment Solutions processes a large amount of mobile payments.

- Our payment websites are mobile ready with Dynamic Screen Scaling for mobile devices. This means our systems dynamically scale web pages to the available screen size to support any mobile communications device. This feature is now present in all newly deployed web applications and has resulted in a significant increase in mobile payments for our supported agencies.



5.1. C. REPORTING

- * Explain the vendor’s reporting process and ways in which the reporting can be customized.
- * Provide s of different levels of reports.
- * Define the download capabilities and level of customization.
- * Define standard reports, special reporting capabilities, level of detail available, retrieval capabilities, imaging capabilities, access mode, and reporting frequency.
- * Provide details on a demo site for your online reporting portal, if available.

Response.

Real-Time Reporting

Because the LexisNexis Payment Solutions System is a real-time Web based system and payment transactions are completed with real time authorization, the moment a payment is made it can be reviewed by the County. County users can run-real time (ad hoc) reports at any time and real-time searches are available within the LexisNexis Payment Solutions back-end workflow management system by searching in numerous search field combinations to drill down to the information required. For example, a search can be performed for payment information for a specific business area or a summary of payments made to the County as a whole within a specific time period or at a specific location, by card type, by

Online Payments/Point of Sale Services

dollar amount of transaction, payment channel and more. Reporting allows for customization and can include a variety of field combinations.

Once the search has been returned, the user has the option to export the data to their PC into a tab delimited file (“.csv”), which is an Excel formatted file so reports can be customized at user demand, including saving to PDF. LexisNexis produces robust reports that provide easy and clear account reconciliation and secure and hierarchical access to the reporting system.

Summary and Detail Reporting

During the automated close process, described earlier in our response, reports are generated and sent via email to allow for easy accounting and reconciliation and are provided to each location. These reports are **Transaction Detail and Transaction Summary**. Reports are available by User, Product, Source of Order (phone orders taken by staff, Web, POS), and there is an ACH Summary Report and a Batch file picked up daily via SFTP. LexisNexis is able to customize these reports to meet specific needs.

Roll-Up-Reports can be run to report weekly totals, monthly totals or the past 13 months. Roll-Up Reports can contain data for one location/department or they can contain data for multiple departments and locations. For instance the parent can be the County and each individual office will show on the report. The Roll-Up-Report shows the total number of payments and dollar amounts paid by location, based on an agency’s needs.

Archiving Reports

All reports generated by the system are emailed to recipients and also held online where they can be reviewed again for up to 13 months and then archived so they can be reviewed as required. Authorization logs are kept for one year and order data for three years. The solution has full administrator and application auditing capabilities. LexisNexis has experience in working with large counties similar to Lancaster County and if selected for an award, LexisNexis will provide specific reporting that will meet the various needs of County agencies.

More on VPS Web and Real Time Reporting

Custom or non-routine reporting can be achieved based on agency needs in real-time in VPS. For example, Lancaster County personnel may search by any combination of the

following:

- Product
- Payment Status
- Order Status
- Payer Last Name
- Payment Channel
- Transaction Amounts and dates
- Order Date
- Order Date Range
- Shipping Method
- Clerk or agency user initiating transaction
- Payment Method
- Last 4 digits of Card
- Product specific fields and values which may be agency specific



- ✓ **Daily Summary Reports**
- ✓ **Daily Detailed Reports**
- ✓ **Roll-Up Reports**
 - Daily
 - Monthly
 - Weekly
 - Annual
- ✓ **Custom Reports**
- ✓ **Ad-Hoc Reports**
- ✓ **Hierarchical Design**

Once the desired dataset is found, the data can easily be exported for manipulation and downloaded into .pdf and/or .csv (spreadsheet) format. Additionally, the system allows them to manage users, reconcile payments and perform close, search and view orders. In addition, Agency Application Administrators (as designated by the agency) have the ability to assign security levels. Multiple security levels exist (i.e., clerks, supervisors, managers, and administrators). The Agency Administrator has the ability to add, delete and update users for the system and assign the required security levels and ID.

During implementation, LexisNexis Project Managers will work with the County's designees to define reporting needs and develop required reports. Customers often find that the robust reporting capabilities of LexisNexis Payment Solutions reports generally fulfill most reporting requirements.

LexisNexis will provide a daily electronic file of payment transactions in a format that can be interfaced with the County's systems if so desired.

We can provide: 1.) A real time lookup and post back to the County's system or, 2.) We are able to accept/load a file from the County on a daily basis to use for account validations during the payment process. LexisNexis can either post back after doing an internal validation or provide a flat file at the end of each day. Payment files are available for download by the County from a secure FTP site.

- SFTP – We provide secure directory services on the internet where we batch import/export data with our customers. We provide a scheduling service for coordinating the frequency of importing/exporting data feeds.

As part of the standard implementation, the LexisNexis system can generate an SFTP close file each time a close is performed. This file will have a detail record for each payment that was made through the LexisNexis Payment Solutions system that is included in the close. At the completion of the close, the SFTP file is written to the LexisNexis SFTP server. The County will have a login id and password to allow them into their agency folder to retrieve their files. Payment Solutions has a standard record format for this file, but custom formats can be developed to meet needs of the target applications. We will work with the County to determine best options.

Our standard record format is on the following page.

Batch Integrations

- Integration Broker – We expose a messaging broker using Java Messaging Services (JMS) with publish and subscribe, for messaging order data between us and our customers.

Online Payments/Point of Sale Services

- SFTP – We provide secure directory services on the internet where we batch import/export data with our customers. We provide a scheduling service for coordinating the frequency of importing/exporting data feeds.

| Field | Type | Extract Field Length | Notes |
|--|---------|----------------------|---|
| Business Unit Code | Numeric | 5 | LexisNexis assigned business |
| Product Name | varchar | 50 | The name of the type of product that payment was accepted on. |
| Product Reference Nbr | Varchar | 50 | A key field identified by the agency for each |
| Product Amount | numeric | 6 | This does not include the LexisNexis fee; this is the agency amount that was charged |
| Order Source | varchar | 10 | Valid Values: "Web", "IVR", "POS", "Phone", "Fax", |
| Order Date/Time | numeric | 8 | YYYYMMDD order date/time |
| User Id | varchar | 20 | Web & IVR Payments will say "LexisNexis Payment" Websites. POS & Payment Solutions Payments will be the LexisNexis Payment Solutions application user id of the clerk logged into POS terminal or Payment Solutions application. |
| Payment Date/Time | numeric | 14 | YYYYMMDDHHMMSS payment authorization date/time |
| Payment Solutions Order Number Settlement ID | numeric | 8 | Numeric # assigned in the Payment Solutions system to the payment/order. |
| | varchar | 18 | Assigned by LexisNexis during the close process. All records in a close will have the same Settlement ID assigned to it. |
| Terminal ID | Varchar | 12 | If Order Source = POS, this is the number which identifies which physical point of sale terminal was used for the payment. |

Online Payments/Point of Sale Services

In summary, we offer flexible and robust reporting allowing retrieval options and daily reports which can be received by County Departments. Moreover, we can also create a hierarchy (role based access) in reporting so as a department can only view their pertinent business, yet the Treasurer can view all activity Countywide. We have included sample reporting within our response. Reporting can include customization of rows and columns. ,

Hierarchical Reporting and Administration



The screen shots on the following page illustrates the back office tool allowing a user to create an ad-hoc style report, or use advanced criteria to search for a transaction when reference number is not available.

Advanced Criteria

| | |
|----------------|--|
| Order Status | All ▼ |
| Payment Status | All ▼ |
| Order Source | All ▼ |
| Operator | All ▼ |
| Order Date(s) | ▶ <input style="width: 90%;" type="text"/> ◀ |
| Ship Method | All ▼ |
| Product | All ▼ |
| | None ▼ <input style="width: 150px;" type="text"/> |

Exclude Closed, Canceled and Declined Orders

Searching for a transaction:

| | |
|---|--|
| Card Type All ▼ | Last 4 <input style="width: 60px;" type="text"/> |
| Order Number <input style="width: 150px;" type="text"/> | Auth Number <input style="width: 80px;" type="text"/> |
| Search Days <input style="width: 60px; text-align: center;" type="text" value="31"/> | Bill To Phone <input style="width: 100px;" type="text"/> |
| Reference # <input style="width: 180px;" type="text"/> | |
| Email <input style="width: 250px;" type="text"/> | |

🔍 Search
🗑 Clear
📄 Export

When searching for a transaction, entering a reference number is always an easy method in finding a particular transaction, however LexisNexis provides an array of search criteria to help if that’s not available. The above screen shot illustrates a two simple search tools located in your portal.

Samples of Detail, Summary and Roll-Up Reports

Detailed Closeout Report

This is a detailed report/breakdown about the closeout. This report is available in VPS for 13 months and is archived for future viewing. It can be emailed recipient following the closeout.

Payment Solutions Demo Agency I
 Detail Report for 7/5/2016 03:08 PM CDT
 Check/Txn Number(s): 6325
 Closing by: Product (Vehicle Registration, Drivers License Renewal, Registration
 Renewal)
 Manual Close Initiated by Kayla M.

Closed Orders

| User ID | Order # | Source | Event Information | Customer Conv Fee | Carrier Fee | Agency Fee | Other Fee | Customer Total Fee |
|----------------|----------|--------------------|---|----------------------|----------------|--------------------------|---------------|-----------------------|
| paymentch | 16000015 | POS VitalChek | V070541099 Registration Renewal 1 | \$0.00 | \$0.00 | \$0.00 \$0.00 | \$0.00 | \$0.00 |
| paymentch | 50002230 | POS VitalChek | V070541099 Drivers License Renewal | \$2.50 | \$0.00 | \$0.01 \$0.01 | \$0.00 | \$2.51 |
| grayrd | 50005554 | Phone VitalChek | Vehicle Registration 08-23456 Randy Demo | \$2.50 | \$0.00 | \$132.10 \$132.10 | \$0.00 | \$134.60 |
| grayrd | 50005555 | Phone VitalChek | Vehicle Registration 08-23456 Randy Demo | \$2.50 | \$0.00 | \$110.00 \$110.00 | \$0.00 | \$112.50 |
| grayrd | 50005556 | Phone VitalChek | Vehicle Registration 08-23456 Randy Demo | \$2.50 | \$0.00 | \$131.21 \$110.00 | \$0.00 | \$133.71 |
| butlka01 | 50010916 | Phone VitalChek | Drivers License Renewal Snow White | \$2.50 | \$0.00 | \$15.00 \$15.00 | \$0.00 | \$17.50 |
| butlka01 | 50010917 | Phone VitalChek | Vehicle Registration 08-23456 Snow White | \$2.50 | \$0.00 | \$35.00 \$35.00 | \$0.00 | \$37.50 |
| Totals: | 7 | | | \$15.00 | \$0.00 | \$402.11 | \$0.00 | \$417.11 |

Summary Closeout Report

This is a summary of the closeout. Only the office information will be displayed on this report and it will not break out the event information. This report is available in VPS for 12 rolling months and can be emailed to a recipient following the closeout.

Payment Solutions Demo Agency I
 Summary Report for 7/5/2016 03:08 PM CDT
 Check/Txn Number(s): 6325
 Closing by: Product (Vehicle Registration, Drivers License Renewal, Registration Renewal)
 Manual Close Initiated by Kayla M.

| Product Type | Quantity | Agency Fee | Other Agency Fee | Total |
|-------------------------|----------|-----------------|------------------|-----------------|
| Drivers License Renewal | 2 | \$15.01 | \$0.00 | \$15.01 |
| Registration Renewal | 1 | \$0.00 | \$0.00 | \$0.00 |
| Vehicle Registration | 4 | \$387.10 | \$0.00 | \$387.10 |
| Totals: | 7 | \$402.11 | \$0.00 | \$402.11 |

| Order Source | Quantity | Agency Fee | Other Agency Fee | Total Agency Fee |
|-------------------|----------|-----------------|------------------|------------------|
| POS | | | | |
| paymentche | 2 | \$0.01 | \$0.00 | \$0.01 |
| V070541099 Total: | 2 | \$0.01 | \$0.00 | \$0.01 |
| POS Total: | 2 | \$0.01 | \$0.00 | \$0.01 |
| VitalChek Staff | | | | |
| butlka01 | 2 | \$50.00 | \$0.00 | \$50.00 |
| grayrd | 3 | \$352.10 | \$0.00 | \$352.10 |
| Order Total: | 5 | \$402.10 | \$0.00 | \$402.10 |
| Totals: | 7 | \$402.11 | \$0.00 | \$402.11 |

Credit Balance: \$0.00

Agency Paid: \$402.11

Reconciliation Report

This Report will only include orders that are Open Paid in Full. Report once requested will be broken into 2 reports: reconciliation summary Report and Reconciliation Detail Report. Both reports are copies of the current Detail and Summary Close Reports. All criteria selected to generate the report will display on the reports.

LexisNexis® Payment Solutions

Quick Search Butlka01

Client ID

Orders ▾ Fulfillment ▾ Closeout ▾ Reports ▾ Agency Name ▾

Select Report **Reconciliation Report By Criteria** ▾

Request Report

Notify via email when request completed
 Include Report as attachment

| | | | |
|--------------|--|----------|--|
| User | la_system e289597 e441957 e476111 e428310 e519695 | Product | Product Name(s) |
| Order Source | Phone Web Mail Fax POS | Terminal | 852410001701 852410002801 852410003901 852410004001 852410005101 |

Detail and Summary reports are exported following the end-of-day close process. They can be emailed or printed manually from VPS.

Reconciliation Reports are generated inside VPS without having to perform a closeout. They will give detail and summary of all open orders currently needing to be closed. These can be emailed or pulled from VPS following the “request.” Roll-up reports are available to be received Daily, Weekly, Monthly, and/or Yearly. These reports will be generated to an email recipient(s) and can be pulled manually from VPS following the report being generated.

Online Payments/Point of Sale Services

Transaction location will be identifiable on all reports listed. Some examples:

Location Name
Created 07/24/2016 04:01 AM EDT

| Business Unit | Product | VPS Quantity | VPS Amount | POS Quantity | POS Amount | Web Quantity | Web Amount | IVR Quantity | IVR Amount | Total Quantity | Total Amount |
|---------------------------------|----------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-------------------|-----------------|
| Office A | Fees and Fines | 0 | 0 | 7 | 842 | 0 | 0 | 0 | 0 | 7 | 842 |
| Office A | Totals | 0 | 0 | 7 | 842 | 0 | 0 | 0 | 0 | 7 | 842 |
| Office B | Fees and Fines | 0 | 0 | 5 | 228 | 0 | 0 | 0 | 0 | 5 | 228 |
| Office B | Totals | 0 | 0 | 5 | 228 | 0 | 0 | 0 | 0 | 5 | 228 |
| Office C | Fees and Fines | 0 | 0 | 6 | 450 | 0 | 0 | 0 | 0 | 6 | 450 |
| Office C | Totals | 0 | 0 | 6 | 450 | 0 | 0 | 0 | 0 | 6 | 450 |
| Office D | Fees and Fines | 0 | 0 | 14 | 1249 | 0 | 0 | 0 | 0 | 14 | 1249 |
| Office D | Totals | 0 | 0 | 14 | 1249 | 0 | 0 | 0 | 0 | 14 | 1249 |
| Office E | Fees and Fines | 0 | 0 | 2 | 250 | 0 | 0 | 0 | 0 | 2 | 250 |
| Office E | Totals | 0 | 0 | 2 | 250 | 0 | 0 | 0 | 0 | 2 | 250 |
| Office F | Fees and Fines | 0 | 0 | 2 | 150 | 0 | 0 | 0 | 0 | 2 | 150 |
| Office F | Totals | 0 | 0 | 2 | 150 | 0 | 0 | 0 | 0 | 2 | 150 |
| Office G | Fees and Fines | 0 | 0 | 2 | 446 | 0 | 0 | 0 | 0 | 2 | 446 |
| Office G | Totals | 0 | 0 | 2 | 446 | 0 | 0 | 0 | 0 | 2 | 446 |
| Office H | Fees and Fines | 0 | 0 | 2 | 96 | 0 | 0 | 0 | 0 | 2 | 96 |
| Office H | Totals | 0 | 0 | 2 | 96 | 0 | 0 | 0 | 0 | 2 | 96 |
| Office I | Fees and Fines | 0 | 0 | 4 | 332 | 0 | 0 | 0 | 0 | 4 | 332 |
| Office I | Totals | 0 | 0 | 4 | 332 | 0 | 0 | 0 | 0 | 4 | 332 |
| Office J | Fees and Fines | 0 | 0 | 2 | 63 | 0 | 0 | 0 | 0 | 2 | 63 |
| Office J | Totals | 0 | 0 | 2 | 63 | 0 | 0 | 0 | 0 | 2 | 63 |
| Office K | Fees and Fines | 0 | 0 | 5 | 656 | 0 | 0 | 0 | 0 | 5 | 656 |
| Office K | Totals | 0 | 0 | 5 | 656 | 0 | 0 | 0 | 0 | 5 | 656 |
| Payment Solutions Office Totals | Grand Totals | 0 | 0 | 102 | 9524 | 0 | 0 | 0 | 0 | 102 | 9524 |

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Payment Solutions Demo Agency I

Detail Report for 7/5/2016 03:08 PM CDT

Check/Txn Number(s): 6325

Closing by: Product (Vehicle Registration, Drivers License Renewal, Registration Renewal)

Manual Close Initiated by Kayla M.

Closed Orders

| User ID | Order # | Source | Event Information | Customer Conv Fee | Carrier Fee | Agency Fee | Other Fee | Customer Total Fee |
|----------------|----------|--------------------|---|-------------------|---------------|-----------------|---------------|--------------------|
| paymentch | 16000015 | POS VitalChek | V070541099 Registration Renewal 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| paymentch | 50002230 | POS VitalChek | V070541099 Drivers License Renewal | \$2.50 | \$0.00 | \$0.01 | \$0.00 | \$2.51 |
| grayrd | 50005554 | Phone VitalChek | Vehicle Registration 08-23456 Randy Demo | \$2.50 | \$0.00 | \$132.10 | \$0.00 | \$134.60 |
| grayrd | 50005555 | Phone VitalChek | Vehicle Registration 08-23456 Randy Demo | \$2.50 | \$0.00 | \$110.00 | \$0.00 | \$112.50 |
| grayrd | 50005556 | Phone VitalChek | Vehicle Registration 08-23456 Randy Demo | \$2.50 | \$0.00 | \$131.21 | \$0.00 | \$133.71 |
| butka01 | 50010916 | Phone VitalChek | Drivers License Renewal Snow White | \$2.50 | \$0.00 | \$15.00 | \$0.00 | \$17.50 |
| butka01 | 50010917 | Phone VitalChek | Vehicle Registration 08-23456 Snow White | \$2.50 | \$0.00 | \$35.00 | \$0.00 | \$37.50 |
| Totals: | 7 | | | \$15.00 | \$0.00 | \$402.11 | \$0.00 | \$417.11 |

Exporting a close report to Excel format from VPS:

| User Name | Order ID | Source | ITID Number | Product | Ref 1 | Ref 2 | Ref 3 | Ref 4 | Ref 5 | VitalChek Fee | Shipping Fee | Agency Fee | Other Fee | Total |
|-------------|----------|--------|-------------|--------------|----------|-----------|---------|-------|-------|---------------|--------------|------------|-----------|--------|
| paymentchek | 51893566 | Web | | Product Name | Lastname | Firstname | 9391420 | | | 0 | 0 | 25 | 0 | 25 |
| paymentchek | 51894524 | Web | | Product Name | Lastname | Firstname | 9386919 | | | 0 | 0 | 30.15 | 0 | 30.15 |
| paymentchek | 51896180 | Web | | Product Name | Lastname | Firstname | 9393248 | | | 0 | 0 | 299.16 | 0 | 299.16 |
| paymentchek | 51896616 | Web | | Product Name | Lastname | Firstname | 9393795 | | | 0 | 0 | 80 | 0 | 80 |
| paymentchek | 51896701 | Web | | Product Name | Lastname | Firstname | 9387239 | | | 0 | 0 | 151.75 | 0 | 151.75 |
| paymentchek | 51896834 | Web | | Product Name | Lastname | Firstname | 9395410 | | | 0 | 0 | 240 | 0 | 240 |
| paymentchek | 51896746 | Web | | Product Name | Lastname | Firstname | 9384303 | | | 0 | 0 | 298.05 | 0 | 298.05 |
| user1 | 51901210 | Phone | | Product Name | Lastname | Firstname | 9388336 | | | 0 | 0 | 70 | 0 | 70 |
| user2 | 51904200 | Phone | | Product Name | Lastname | Firstname | 9385655 | | | 0 | 0 | 110 | 0 | 110 |
| user2 | 51904679 | Phone | | Product Name | Lastname | Firstname | 9385125 | | | 0 | 0 | 37 | 0 | 37 |
| paymentchek | 51907917 | Web | | Product Name | Lastname | Firstname | 9390694 | | | 0 | 0 | 5 | 0 | 5 |
| user3 | 51908647 | Phone | | Product Name | Lastname | Firstname | 9394850 | | | 0 | 0 | 12 | 0 | 12 |
| paymentchek | 51908801 | Web | | Product Name | Lastname | Firstname | 9390370 | | | 0 | 0 | 15 | 0 | 15 |
| user1 | 51910159 | Phone | | Product Name | Lastname | Firstname | 9386597 | | | 0 | 0 | 19 | 0 | 19 |
| paymentchek | 51911697 | Web | | Product Name | Lastname | Firstname | 9391108 | | | 0 | 0 | 22.05 | 0 | 22.05 |
| paymentchek | 51915639 | Web | | Product Name | Lastname | Firstname | 9356565 | | | 0 | 0 | 100 | 0 | 100 |
| user2 | 51916718 | Phone | | Product Name | Lastname | Firstname | 9385174 | | | 0 | 0 | 61 | 0 | 61 |
| paymentchek | 51917785 | Web | | Product Name | Lastname | Firstname | 9395431 | | | 0 | 0 | 12.11 | 0 | 12.11 |
| user3 | 51921744 | Phone | | Product Name | Lastname | Firstname | 9395876 | | | 0 | 0 | 146.21 | 0 | 146.21 |
| paymentchek | 51923361 | Web | | Product Name | Lastname | Firstname | 9396076 | | | 0 | 0 | 20 | 0 | 20 |
| paymentchek | 51923440 | Web | | Product Name | Lastname | Firstname | 9393533 | | | 0 | 0 | 230.31 | 0 | 230.31 |
| paymentchek | 51924320 | Web | | Product Name | Lastname | Firstname | 9393918 | | | 0 | 0 | 10 | 0 | 10 |

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Export search results to Excel format:

| Order Number | Order Date | Order Status | Payment Status | Product | Reference # | Bill To | Telephone | Agency Amount | Order Source |
|--------------|------------|--------------|----------------|-------------------------|-------------|----------------------------|-----------|---------------|--------------|
| 50005556 | 5/27/2016 | Open | Paid in Full | Vehicle Registration | 08-23456 | LEXISNEXIS VITALCHEK NETWO | | \$110.00 | Phone |
| 50005555 | 5/27/2016 | Open | Paid in Full | Vehicle Registration | 08-23456 | LEXISNEXIS VITALCHEK NETWO | | \$110.00 | Phone |
| 50005554 | 5/27/2016 | Open | Paid in Full | Vehicle Registration | 08-23456 | LEXISNEXIS VITALCHEK NETWO | | \$132.10 | Phone |
| 50002230 | 4/10/2016 | Open | Paid in Full | Drivers License Renewal | 111 | LEXISNEXIS VITALCHEK NETWO | | \$0.01 | POS |
| 50002054 | 4/1/2016 | Closed | Paid in Full | Drivers License Renewal | 88888 | LEXISNEXIS VITALCHEK NETWO | | \$10.00 | POS |
| 50002038 | 4/1/2016 | Closed | Paid in Full | Registration Renewal | 55555 | LEXISNEXIS VITALCHEK NETWO | | \$50.00 | POS |
| 50002037 | 4/1/2016 | Closed | Paid in Full | Drivers License Renewal | 4455544 | LEXISNEXIS VITALCHEK NETWO | | \$50.00 | POS |
| 50002035 | 4/1/2016 | Closed | Paid in Full | Registration Renewal | 111111 | LEXISNEXIS VITALCHEK NETWO | | \$50.00 | POS |
| 50002034 | 4/1/2016 | Closed | Paid in Full | Drivers License Renewal | 111444 | LEXISNEXIS VITALCHEK NETWO | | \$50.00 | POS |
| 50002032 | 4/1/2016 | Closed | Paid in Full | Registration Renewal | 111111 | LEXISNEXIS VITALCHEK NETWO | | \$50.00 | POS |
| 50002031 | 4/1/2016 | Closed | Paid in Full | Drivers License Renewal | 555555 | LEXISNEXIS VITALCHEK NETWO | | \$50.00 | POS |
| 50001983 | 3/31/2016 | Closed | Paid in Full | Vehicle Registration | 11-111 | LEXISNEXIS VITALCHEK NETWO | | \$2.37 | POS |
| 50001976 | 3/31/2016 | Closed | Paid in Full | Drivers License Renewal | 5525 | LEXISNEXIS VITALCHEK NETWO | | \$1.00 | POS |
| 50001973 | 3/31/2016 | Closed | Paid in Full | Drivers License Renewal | 77777 | LEXISNEXIS VITALCHEK NETWO | | \$0.11 | POS |
| 50001972 | 3/31/2016 | Closed | Paid in Full | Drivers License Renewal | 44444 | LEXISNEXIS VITALCHEK NETWO | | \$0.22 | POS |
| 50001935 | 3/31/2016 | Closed | Paid in Full | Registration Renewal | 1111 | LEXISNEXIS VITALCHEK NETWO | | \$0.01 | POS |
| 50001934 | 3/31/2016 | Closed | Paid in Full | Drivers License Renewal | 15915 | LEXISNEXIS VITALCHEK NETWO | | \$4.56 | POS |
| 50001921 | 3/31/2016 | Closed | Paid in Full | Vehicle Registration | 15-4783 | LEXISNEXIS VITALCHEK NETWO | | \$1.14 | POS |
| 50001920 | 3/31/2016 | Closed | Paid in Full | Registration Renewal | 15973 | LEXISNEXIS VITALCHEK NETWO | | \$2.22 | POS |
| 50001919 | 3/31/2016 | Closed | Paid in Full | Drivers License Renewal | 12587 | LEXISNEXIS VITALCHEK NETWO | | \$0.01 | POS |
| 50001460 | 3/16/2016 | Closed | Paid in Full | Vehicle Registration | 08-12345 | LEXISNEXIS VITALCHEK NETWO | | \$10.00 | Phone |
| 50001038 | 3/5/2016 | Closed | Paid in Full | Drivers License Renewal | 12345678 | LEXISNEXIS VITALCHEK NETWO | | \$1.58 | POS |
| 50001036 | 3/5/2016 | Closed | Paid in Full | Drivers License Renewal | 1234556 | LEXISNEXIS VITALCHEK NETWO | | \$1.15 | POS |
| 50001030 | 3/5/2016 | Closed | Paid in Full | Registration Renewal | 11556699 | LEXISNEXIS VITALCHEK NETWO | | \$1.58 | POS |
| 50001019 | 3/5/2016 | Closed | Paid in Full | Registration Renewal | 12 | LEXISNEXIS VITALCHEK NETWO | | \$0.80 | POS |
| 50001014 | 3/5/2016 | Closed | Paid in Full | Drivers License Renewal | 12968 | LEXISNEXIS VITALCHEK NETWO | | \$0.88 | POS |
| 50000956 | 3/5/2016 | Closed | Paid in Full | Vehicle Registration | 12-345 | LEXISNEXIS VITALCHEK NETWO | | \$1.55 | POS |
| 50000952 | 3/5/2016 | Closed | Paid in Full | Drivers License Renewal | 12345 | LEXISNEXIS VITALCHEK NETWO | | \$1.10 | POS |
| 50000951 | 3/5/2016 | Closed | Paid in Full | Drivers License Renewal | 21588 | LEXISNEXIS VITALCHEK NETWO | | \$2.00 | POS |
| 50000932 | 3/4/2016 | Closed | Paid in Full | Drivers License Renewal | 55555 | LEXISNEXIS VITALCHEK NETWO | | \$9.00 | POS |
| 50000469 | 3/3/2016 | Closed | Paid in Full | Drivers License Renewal | 11111 | LEXISNEXIS VITALCHEK NETWO | | \$5.00 | POS |
| 50000455 | 3/3/2016 | Closed | Paid in Full | Vehicle Registration | 11-111 | LEXISNEXIS VITALCHEK NETWO | | \$1.11 | POS |

Online Payments/Point of Sale Services

Searching order history is available for 13 months in the VPS application. The agency is able to search all

orders taken through any order source within the 13 month timeframe. This information can be exported in

Excel following the search. See above image for Excel example.

Back office “VPS” web client

Online Payments/Point of Sale Services

Individual close reports are held online for 13 months under the “Reprint Report” tab in VPS. This feature will be available for all locations/offices. These reports will open in a PDF format but can also be exported to Excel.

LexisNexis® Payment Solutions

Quick Search Butlka01

Client ID

Orders ▾ Fulfillment ▾ Closeout ▾ Reports ▾ Dashboard ▾

Perform End of Day

Close Orders Reprint Report Incomplete Closes

Close Date

Closeouts

| | Date/Time | Txn. Number | Amount | User Name |
|-------------------------------------|----------------------------|-----------------------|----------|------------|
| <input type="button" value="Play"/> | 07/27/2016 12:00:00 AM CDT | 242443920160727120000 | \$231.54 | VPS System |

Available Reports for :

5.1. E. RETRIEVAL, DUPLICATES, CHARGE BACKS, VOIDS

- * Provide a detailed description on how the vendor handles retrieval and chargeback requests.
- * Provide a detailed description on how the vendor handles duplicate payments.
- * State the average elapsed time from receipt of a retrieval request to merchant receipt.
- * Describe the notification process for a new chargeback.
- * Describe the refund or void process for transactions processed online or at point of sale.

Response.

Retrieval and chargebacks

LexisNexis will be assuming financial responsibility for chargebacks, and we will be handling customer disputes on all transactions going through our front end. From time to time, we may have a question to ask the County on a particular transaction. We will coordinate with Elavon and the County for the final details, and exchange contact information. We manage all chargebacks and inquiries and have a department specifically set up to work in conjunction with the processor to review and respond to these matters.

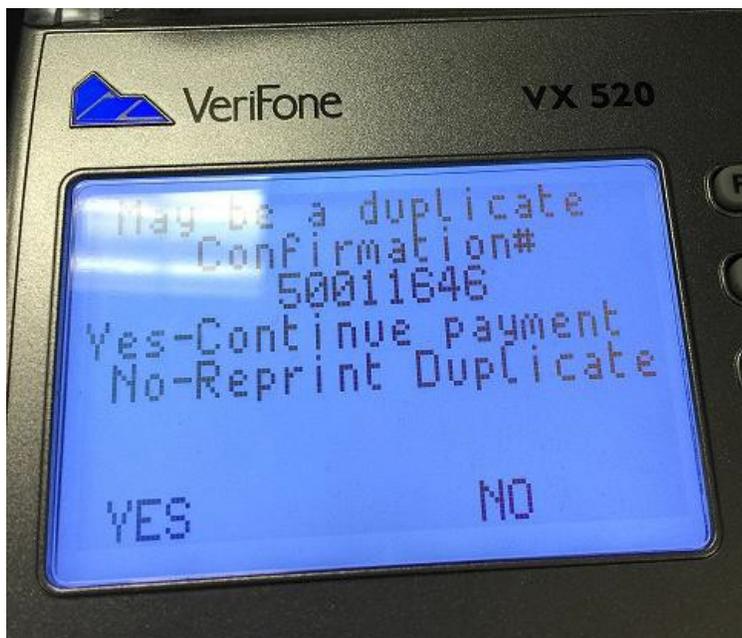
Duplicate Payments

LexisNexis has several mechanisms in place to assist in alleviating duplicate transactions.

POS transactions provide the payer with a data validation screen and a payment acknowledgement screen prior to the payer making a payment. If a payer makes a payment to an Agency for the same amount using the same credit card on the same calendar day, LexisNexis will give the payer a warning that this may be a duplicate payment to a prior payment made that day. The payer then has the decision on whether to continue with the payment, print the receipt of the duplicate, or to cancel the current payment request.

Here is the specific warning message that appears on the POS screen. "99999999" would be replaced by the actual LexisNexis Order ID of the potential duplicate transaction. See next page.

The message will read:



**[May be a
duplicate**

Confirmation #

99999999

Yes – Continue

Payment No –

Reprint Duplicate

The user will select ‘Yes’ or ‘No’ to proceed. They can also cancel the transaction request by pressing the Cancel button.]

If a duplicate authorization takes place on a POS device despite the mechanisms in place to alleviate duplicate transactions, the Agency staff member can run a void transaction and have the payer swipe that same card to reverse the charge. This must occur prior to the department performing a close. If the department has performed a close, your LexisNexis relationship manager should be contacted, and we will handle the credit.

Each payment is assigned a unique system generated identifier and distinct workflow to help ensure the payment cannot be erroneously substituted with a duplicate.

Despite the mechanisms in place to help alleviate duplicate transactions, should one take place on a POS device, the Agency staff member may run a void transaction and request that the payer swipe the same card to reverse the charge. To correct the duplicate transaction, this action must occur prior to close. Should the department have already performed a close, the LexisNexis finance team should be contacted as they can handle the credit or it can be handled from your VPS web client administrator tool by an authorized county supervisor.

LexisNexis also offers an optional “Agency Initiated Credit” functionality, which allows the Agency staff member to credit the customer after the order has been “closed” and the Agency has received payment. With this option, the credits are netted out of the Agency payment during the “Close” process at the end of the day upon which the credit was processed. The credits are detailed in a separate section on the Close Reports. Similar to POS payments, LexisNexis web payments always provide a data validation screen and a payment acknowledgement screen prior to the payer making a payment. If a payer makes a payment to an Agency for the same amount using the same credit card in the same calendar day, LexisNexis will give the payer a warning that this may be a duplicate payment to a prior payment made that day. The

Online Payments/Point of Sale Services
payer then has the decision on whether to continue with the payment or to not make the payment, helping to alleviate duplicate payments from non-web savvy payers.

State the average elapsed time from receipt of a retrieval request to merchant receipt

The numbers of days will not differ from today, as chargeback rules and retrieval requests are mandated by the issuing banks and the card associations. As these time windows remain unchanged, LexisNexis will work with Elavon on the notification process which is being used today, so that LexisNexis concurrently receives retrieval and customer dispute notifications. LexisNexis will be responsible for the Chargebacks. See response below:

Describe the notification process for a new chargeback.

If in the event the County needs notification on a retrieval request or chargeback we anticipate a single contact person will work with us from the County. LexisNexis will assume full financial responsibility for all retrieval requests and chargebacks associated with its service, including transactions resulting from fraud. As such, LexisNexis will receive, research and respond to all chargebacks, retrievals and adjustment requests and all fees related to chargebacks will be absorbed by LexisNexis as part of our “no cost” solution. We manage all credit card chargebacks and inquiries and have a department specifically set up to work in conjunction with the processor to review and respond to these matters. In situations of large credit and chargeback items we may ask the County to assist LexisNexis in the recovery. Since we handle the chargebacks, we will involve the County only when necessary. LexisNexis will assess no fees, charges or penalties to the County in the performance of this service.

Describe the refund or void process for transactions processed online or at point of sale

LexisNexis works with each County agency to issue credits per each agency’s business policies.

LexisNexis also offers “Agency Initiated Credit” functionality. The County would have the ability to initiate customer credits electronically without interacting with LexisNexis personnel. Credits can be performed through the VPS portal as well as web service calls. LexisNexis supports role based approval workflow for credit processing and downstream reconciliation to the daily close.

Voiding a transaction would occur during the same day or batch and there is a simple mechanism in our VPS back office system which can be accessed by the County. Voiding and Refunding transactions may require supervisory

Online Payments/Point of Sale Services

approvals within the County or within departments and LexisNexis can build hierarchical role based rules so as to limit the number of County staff able to approve voids and/or refunds.

The screenshot shows a payment interface with the following sections:

- Status:** Order Closed, Payment Paid in Full
- Source:** Web (dropdown menu)
- Fee Data:**

| | |
|--------------|--------------|
| Agency | 55.00 |
| Expedite | 0.00 |
| Misc | 0.00 |
| VitalChek | 2.50 |
| Shipping | 0.00 |
| Other | 0.00 |
| Total | 57.50 |
- Buttons:** Update/Save, Print Receipt, Credit Request, Copy

A red arrow points from the 'Credit Request' button to a callout box containing the text: "Access to the 'Credit' function can be role-based requiring Supervisor approval."

There is also a button for voiding a transaction for open batches.

5.1. E. CONVENIENCE FEE PROGRAM

- * Describe the vendor's experience with convenience fees in a government setting.
- * Describe the vendor's ability to access different fees by type of payment and whether the fee is able to be shown separate from the payment amount.
- * Describe the impact on convenience fees in the event the county had to switch to different merchant service after December 31, 2019

Response.

Our Payment Solutions services are designed for and work solely with government agencies; therefore, all of our employees are experienced in dealing with public sector clients. All of our solutions are designed toward no cost service and convenience fee programs as such, we have over 29 years of experience providing compliant Convenience and Service fees solely to government agencies. We specialize in Convenience fee and Service fee programs.

Online Payments/Point of Sale Services

Our solutions allow our agencies to assess *different fees* by type of payment and that payment would be a separate line item from the principal payment amount. For example, we can utilize flat fees, as well as % based fees depending upon product type and type of payment. For example, an electronic check payment can be a flat fee, while a credit card payment can be a % based service fee or a combination, regardless if the products paid for are selected from the same POS terminal, web page, IVR, or payment channel. We also have the ability of allowing the agency or department to charge an additional fee other than the convenience or service fee which we are charging the payer (i.e. shipping fee, administration fee, etc.).

There is no impact on convenience fees in the event the County needs to switch to a different merchant service after December 31, 2019. The only impact on convenience fees would come from external changes from the card associations having to do with Interchange and assessments, or external influence coming from Dodd-Frank or the Durbin Amendment.

5.1. F. REDUNDANCY, SECURITY, AND DISASTER RECOVERY

- * **Outline the security measures in place for the protection of data transmitted for processing.**
- * **Describe the security measures used to prevent unauthorized user access to either the system or the data.**
- * **Describe local backup and/or redundant systems.**
- * **Describe the vendor's continuity plan for processing systems and platforms in a disaster situation.**
- * **Describe the time frame to become operational should a catastrophic event occur.**
- * **Detail the vendor's up-time percentage the last two years.**
- * **Provide system availability statistics for the current and prior year.**
- * **Include the longest period that you were unable to authorize transactions.**

LexisNexis Companies and LexisNexis Payment Solutions prides itself in security and disaster recovery.

The following information below addresses each of the questions in this section 5.1. F. regarding Redundancy, Security, and Recovery. We desire to convey that Lancaster County can have full confidence in our solutions which not only protects sensitive card holder data, but minimizes risk for the County.

Response

Attention to Security – Dedication to the Public Sector

PCI DSS COMPLIANCE VALIDATION

The Payment Card Industry (PCI) Security Standards Council (SSC) is an open global forum founded by a consortium of the major card brands. The PCI SSC created and maintains the PCI Data Security Standard (DSS) which encourages and enhances cardholder data security and facilitates the broad adoption of consistent data security measures globally. The PCI DSS Requirements and Security Assessment Procedures set forth 12 PCI DSS requirements, and defines compliance testing procedures, to form a common security assessment tool. The current version of the PCI DSS can be found at www.pcisecuritystandards.org.

This document confirms that Schellman & Company, LLC, a certified Qualified Security Assessor (QSA) Company, utilized these procedures to conduct an onsite assessment for this Service Provider and validated its compliance with the applicable sections of the PCI DSS version 3.1.

| | |
|---------------------------------------|--|
| SERVICE PROVIDER: | LexisNexis VitalChek Network, Inc. |
| SERVICE PROVIDER CATEGORY: | Level 1 Service Provider |
| SERVICES COVERED BY ASSESSMENT: | Vital Records and Payment Services Processing |
| FACILITIES COVERED BY ASSESSMENT: | Brentwood, Tennessee, El Paso, Texas, Alpharetta, Georgia, Manila, Philippines |
| REPORT ON COMPLIANCE VALIDATION DATE: | August 10, 2016 |

Conditions & Limitations

1. This document is supplemental to the compliance validation services provided by Schellman & Company, LLC and is not a replacement for the official PCI Security Standards Council's templates and forms which have been approved by the payment brands.
2. The Service Provider has a perpetual responsibility to maintain compliance with the PCI DSS. Schellman & Company, LLC's Report on Compliance opines on the Service Provider's compliance with the PCI DSS as of a date in time and should not be construed as evidence of compliance for any date, or period of time, other than the Report on Compliance Validation Date.
3. While PCI DSS compliance assessments are not designed to detect or prevent criminal activity or other acts that may result in a breach of cardholder data, PCI DSS compliance validation should not be construed as a guarantee or assurance that a Service Provider is unsusceptible to cardholder data breaches.
4. The information in this document is provided "AS IS", without warranties of any kind. Schellman & Company, LLC expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.



LexisNexis submits its PCI DSS Compliance Validation – Valid until August 10, 2017.

As part of the LexisNexis family of companies, we have access to state of the art processing facilities and and physical security, and the financial wherewithal to continue to design, develop and house leading edge products and services.

LexisNexis has and will continue to provide industry-leading technology services, all which meet PCI requirements.

Our data security model also eliminates the need for any sensitive cardholder data to reside on or

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Online Payments/Point of Sale Services

traverse through County computers, servers, and networks. For the services described and required in this RFP,

- All sensitive payment and cardholder personal data is stored and transmitted in an encrypted format, compliant with PCI and FTC standards
- All equipment is PCI –DSS compliant
- Payment Card Industry Data Security Standard (PCI DSS) Schellman & Co (formerly Bright line and Associates, Inc.)
- Quarterly vulnerability scans processed by TrustWave (August 2015). Going forward quarterly scans will be processed by third-party assessors Schellman & CO and NVisium
- LexisNexis on-going internal audits / monitoring of alerts / intrusion detection, etc. LexisNexis follows Visa U.S.A. Payment Application Best Practices (“PABP”)

The requirements for the PABP are derived from the PCI DSS and the PCI DSS Security Audit Procedures. These documents, which can be found at www.pcisecuritystandards.org, detail what is required to be PCI DSS compliant (and therefore what a payment application must support to facilitate an application user’s PCI DSS compliance) and should be used as a reference for the PCI Level 1 DSS and supporting documentation.

Secure payment applications, when implemented in a PCI DSS compliant environment, will minimize the potential for security breaches leading to compromises of full magnetic stripe data, card validation codes and values (CAV2, CID, CVC2, CVV2), PINs and PIN blocks, and the damaging fraud resulting from these breaches.

The Point of Sale devices do not communicate directly to the locations local network when processing credit card transactions. LexisNexis VitalChek utilizes VeriFone terminal 520 and pin pad 805 (which communicates directly to the internet to process credit card transactions), all POS transactions are encrypted as the information is gathered and the information travels across the internet.

The VeriFone Terminal 520 and Pin Pad 805 are approved PCI DSS point-of-sale devices.

POS and Security:

Additionally LexisNexis VitalChek configures the POS devices:

The POS devices have restricted IP address access for communication directly to the internet (The POS device contains a browser to connect directly to the internet to process POS transactions i.e., Payment processor approvals and transactions stored at LexisNexis VitalChek).

All POS devices are configured prior to setup/installation at the POS location, preventing others from configuring or changing the communication to the approved network firewalls, location configuration, etc.

The VeriFone 520 terminal and VeriFone 805 pin pad securely communicate with the LN (LexisNexis) VCN application via encrypted data. The terminals themselves do not store any data.

- All communication between the POS browser, payment processor and LN (LexisNexis) VitalChek servers are encrypted using Secure Sockets Layer (SSL) encryption, this includes all personal information, credit card details, protecting all data as it travels over the internet
- Once the credit card is swiped on the POS device, the Track 2 data is never saved (only used to authorize the credit card with the payment processor, then immediately discarded)
- The credit card number is encrypted, the full credit card number cannot be retrieved
- The LN VitalChek database only stores the last four of the credit card number

The LexisNexis system utilizes SSL (using TLS Protocol) services to encrypt (via 256 bit encryption utilizing https transmissions) all private information including credit card number, name, and e-mail address so that it cannot be read as the information travels over the Internet.

Payments originating from all payment channels are held in the LexisNexis web based system. All data resides in databases that reside in a secure environment at LexisNexis, and all sensitive data is encrypted utilizing encryption algorithms within the data bases and masked on display. To maintain compliance, we are subject to several internal and external security audits per year, including PCI level 1 certification, of which less than 1000 companies in the United States possess. All developers complete the required “Fundamentals of Development,” which is a PCI requirement. Moreover, we CHOOSE to undergo more than 16 security audits annually, a process not undertaken nor necessary by payment services companies.

As a PCI DSS Level 1 Service Provider since 2009, LexisNexis possesses vast expertise in PCI DSS Level 1 requirements, both in relation to Merchants and Service Providers. In addition to Technical Staff trained in PCI DSS technical requirements, we have a senior staff member who is responsible for overall data and system security, including PCI DSS Level 1 requirements.

More on LexisNexis Security

LexisNexis information security programs comply with industry accepted technical, procedural, and security requirements and controls. The breadth and depth of LexisNexis practices encompass computer, communications, personnel, physical, procedural, and training considerations – including, but not limited to:

- A risk mitigation framework based on industry standards for information security (ISO 27002), privacy (AICPA/CICA), and proprietary customer credentialing criteria
- The use of administrative, physical, and technical safeguards as well as numerous internal controls to protect and prevent unauthorized access to sensitive information
- Strict policies, standards and guidelines in place throughout LexisNexis that govern data access, protection, transport, restriction, retention, deletion, and classification
- Annual vulnerability and penetration assessments/tests and audits by independent third parties to validate the effectiveness of LexisNexis security controls
- An Information Assurance and Data Protection Organization (IADPO) that continually evaluates LexisNexis policies and procedures with regard to customer credentialing and the internal controls governing our information security program
- Annual security and privacy training for all LexisNexis employees

Business continuity and disaster recovery are part of our standard services – Disaster Recovery

Documented incident response procedures are in place to guide activities in the event of a failure. If a failure occurs, the disaster recovery plan is executed by the network operations personnel. The plan includes switching the hosting to the

Online Payments/Point of Sale Services

backup site through rerouting domain addresses as well as switching the database clusters at the destination site from passive to active.

LexisNexis has a consistent record of providing greater than 99.9% service availability for payment processing to our customers. Our solutions availability is achieved through a multifaceted approach which includes multiple layers of redundancy, 24/7/365 monitoring/alerting, and response policies to quickly coordinate issue escalation and response. The primary data center maintains redundancy of its operations including all logical and physical aspects of the solution. In addition, LexisNexis maintains a failover disaster recovery site replicating data in real time from our primary data center. LexisNexis utilizes two types of data replication in its data center failover solution: relational database replication and file synchronization. For relational database failover, LexisNexis has clustered SQL Server instances at our primary Brentwood, TN data center and our disaster recovery data center in Alpharetta, GA. The Brentwood database cluster replicates over dedicated private network circuits to the Alpharetta cluster utilizing SQL replication technology. In addition, LexisNexis utilizes rsync technology to replicate files between storage area networks at Brentwood and Alpharetta. The dedicated private circuits are also redundant over telecom carriers (Verizon and Level 3).

LexisNexis's full Recovery Point Objective (RPO) is 24 hours or less. RPO is defined as the target point of recovered work. RPO is the state of work which will be restored to the recovered system, not the time to business resumption resulting from a total disaster impacting our primary operating facility. In the event of a worst case scenario, LexisNexis can draw on the resources of our parent company, LexisNexis Risk Solutions where LexisNexis has access to a 50,000 square foot data center. This data center serves as our worst case rebuild site.

All services hosted by LexisNexis are architected to be highly available. Our solution is linked to the internet by two or more separate carriers and has consistent 99.9% up time.

All applications are either load balanced across multiple hosts or operating fully redundant to ensure there is no single point of failure at the application, physical, or networking layers. To ensure database availability and performance, LexisNexis utilizes clustered database architecture meeting all the same redundancy requirements at the host and storage levels.

Online Payments/Point of Sale Services

In the event of a power-loss in our primary operations center, LexisNexis automatically transitions to battery backup supporting full load for the brief period until our generator comes online. This includes all call center operations and ancillary services. LexisNexis has business relationships with two local fuel providers to ensure that operations can continue to run on generator for an extended period of time in the event of a wide-spread outage.

In the event of a full disaster, LexisNexis would move primary data center operations to its data center in Alpharetta, Georgia. Databases, applications and associated data files are replicated within the stated RPOs between data centers. Both facilities maintain the stated minimum or higher capacity and systems redundancy architectures.

Call center services would be transitioned to other operational call centers located in El Paso, Texas and Manila, Philippines. All call center sites also operate with redundant carrier links to all other LexisNexis' facilities and alternative power sources onsite.

Localized outages may be mitigated and resolved through various methods currently in place.

Carrier outage – Redundant routers support connectivity from multiple carriers providing services delivered through diverse last mile providers.

Power outage – Battery systems support full load during transition to onsite power generation and redundant power supplies on hosts and key network equipment providing divergent power sources.

HVAC outage – Dual systems and on-site portable backup systems. Environmentally controlled areas are monitored 24/7 by our corporate Network Operations Center located in Alpharetta, GA.

Our disaster recovery testing is executed through a fully developed scripted plan, followed by all participants based on their role in the tested scenarios. Selected systems and/or applications are identified for that test scenario and scripts are written to test the components desired to be exercised in that testing cycle. Tests conducted are both to test specific components outlined in a testing script with graceful transitions and for full outage scenarios with less graceful failover.

Online Payments/Point of Sale Services

Under normal operations, localized redundancy scenarios are also regularly tested through normal maintenance processes conducted across segments of systems on a weekly/monthly basis. Failover of clustered systems, application or network services occur during system updates or restarts.

The LexisNexis Payment Solutions product is a fully integrated product within our core systems with many linkages and inter-dependencies across platforms utilized by all of our customers. To that end, coordination of failover testing would have impacts across all LexisNexis customers.

The last two years our uptime percentage has been at 99.9%.

There are no significant statistics for the current and prior year relating to downtime.

Minimized PCI Scope – Public sector information security officials have two primary concerns related to electronic payment programs: a.) Data security vulnerabilities and risk that can be traced back to the devices and networks they are directly responsible for maintaining and b.) The additional time and resources need to comply with compulsory security audits and questionnaires.

LexisNexis believes that implementing and managing an effective card payment program should be secure, easy, and hassle-free. This is why we've developed a POS terminal that can authorize credit and pin-debit cards but does not require the use of the County's computing devices or internal (private) local area network (LAN). **This simply means that at no time does sensitive card information ever pass through County computers or networks.**

5.1. H TRANSACTION PROCESSING

- * Detail annual credit card processing volumes and Ach processing volumes for the last 2 years.
- * Detail how long the vendor has been certified to the Elavon/Nova network.
- * The current merchant service contract for the County is set to expire as of December 31, 2019. If the county needs to change merchant services, detail the vendor's other merchant services certifications and the ability to transition to a different merchant service in the event of a change in contract.
- * Respondent must provide evidence of their PCI DSS compliance

Response

Credit Card Processing

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Online Payments/Point of Sale Services

- 2015: 9.7M transactions / \$831M processed
- 2016: 10.65M transactions / \$957M processed

ACH-Echeck Processing

- 2015: 30K transactions / \$4.9M processed
- 2016: 36K transactions / \$6M processed
- Elavon and LexisNexis have worked on various government agencies together for over three years, and in early 2016, began a formal process for certification.
- In addition to Elavon LexisNexis Payment Solutions is certified to the following payment acquirers: First Data, Vantiv, and Global Payments.
- Evidence of PCI-DSS Compliance can be found on Page 47.

5.1. I OTHER SERVICES

*** Describe support provided during implementation, including training, technical Assistance, user manuals and on-site visits.**

*** Describe support provided after implementation.**

*** Discuss optional and alternative payment services that you believe may help the Lancaster County Treasurer's Office expand merchant credit card payment options for other county agencies including costs.**

Response

This section addresses 5.1. I.

The County will be assigned a dedicated Project Manager to oversee the entire implementation, which includes working with third parties, and the training project. LexisNexis development and quality assurance methodology is utilized. We have adopted Scrum as our Agile Development Methodology of choice. We will meet requirements by performing a complete system test prior to (Customer) user acceptance testing (UAT) and will provide all documentation related to system testing for (Customer) verification, validation and approval prior to UAT. This section of our response will detail the support during and after implementation as well as training and post implementation support. We will also address other optional services.

Project Team and Organization

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Online Payments/Point of Sale Services

We have project managers that are Certified Scrum Masters (CSM). Scrum methodology involves organizing into cross-functional development teams, comprised of business analysts, developers, project managers, and quality assurance testers at LexisNexis.

In addition, we have Certified Project Management Professionals (PMP) on our Information Technology (IT) Project Management Team. They have a combined total of more than 75 years of project management experience. The project will be assigned to an IT project manager who will be responsible for the contract deliverables during the implementation phase of the project until the account is transitioned to the operational support phase.

Project Communication

For this implementation, the Project Manager (PM) will work with the point of contact for the (Customer) to create a plan outlining the needs in order to address requirements and implementation of (Customer) locations in order of priority. The PM will coordinate with the (Customer) implementation schedules and required training. Lancaster County requires an aggressive implementation schedule, and at least one personal visit by a LexisNexis Representative would be optimal.

Project Kickoff

Once a contract is signed, several functions are kicked off immediately. The PM contacts the agency and begins requirements gathering. Typically, our sales support group would set up new accounts and apply for and assign unique merchant numbers for each agency/location taking payments, taking into account how each specific agency or location wishes to report and settle, then creates a work order. Specific tasks, such as the setup of new accounts are assigned to each new implementation based upon the particular “scope of work.”

Requirements Management

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Online Payments/Point of Sale Services

Once requirements are completed and approved by the agency, the PM schedules tasks for development, QA, equipment and supplies ordering, implementation and training. The PM follows through these tasks to ensure completeness and coordinates events with the agency to ensure successful production.

Work is planned in three-week increments called sprints and is comprised of specific tasks to be completed within the sprint. Scrum meetings are held daily to report on work that was accomplished in the prior day, review work scheduled for the current day, and to discuss issues that may impede the progress of the scheduled tasks. This process encourages open and timely communication and provides a fluid and streamlined approach to application development.

Change Management

All application changes will be tested thoroughly by our Quality Assurance (QA) Team and must have QA Team approval prior to production implementation. Each POS device will be tested for both debit and credit transactions, to ensure that the device setup is complete and that the equipment is functioning properly.

Deployment of software to production occurs every three weeks. The deployment occurs at night during off peak hours. A LexisNexis deployment team consisting of senior data base administrators, software engineers and network engineers deploy the code base in a rolling deploy to minimize system downtime. The QA team tests that the code base went successfully into production by performing a standard set of spot checks of testing across the system. Communication of the changes that went into production is communicated to the appropriate team members. If software upgrades went in that impact an agency, communication is also sent to the agency.

During the Implementation Phase of the project, the project schedule will be reviewed and revised on a weekly basis. Any deviations to the plan will be reported on the status report on and in the routine status meetings with the agency. All proposed changes to the project will follow the Change Management Plan. Each change is documented, analyzed for its effect on the project schedule and resources. An approval process will be in place to ensure that all changes are reviewed and either approved, denied, or deferred by representatives from the agency and LexisNexis.

Risk and Issue Management

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Online Payments/Point of Sale Services

The Execution phase will include requirements gathering, analysis, systems design and development, testing, configuration, production implementation, and rollout. The processes and deliverables will be monitored for quality purposes to ensure that the established standards are being adhered to. During this phase, the Change Management process will be utilized to control changes to scope and schedule. Issues will be tracked and reviewed in the regularly scheduled project meetings as part of the Issue Management process. Risks will be regularly monitored, reviewed, and reported through the risk management process. Routine status reports will assist in keeping all parties informed as to the progress of the project. The project schedule will be closely monitored to ensure that the project timeline is on track.

LexisNexis provides multi-layer support to its agency partners. All team members (Operational, Technical, Sales, Relationship Management, IT, Accounting, etc.) record any agency reported issue into our JIRA system, a work order and issue management application. Issues then are assigned to the appropriate department/person for issue review and resolution.

Quality Assurance Environment

Once all software for an agency is developed the software base is moved to our Quality Assurance environment. The Quality Assurance environment replicates the LexisNexis Production environment with load balanced servers, similar database sizes, and redundant communication networks. An entire team of experienced QA analysts test the agency as a whole package making sure requirements stated in the agency set up document have been met. Both positive and negative testing is completed with all test cases documented in a test library. The system is then regression tested with each release. QA also makes use of automated test scripts so hundreds of payments can be input to the system at the same time to verify that thresholds, response times and databases are prepared for the volumes that the Production environment must handle.

Once the agency set up passes QA, the software is moved to a user acceptance environment. This is a very controlled environment where all agency testing can occur prior to going to Production. For interfaces to agency systems, LexisNexis will provide the agency with the correct information to communicate to our UAT environments. LexisNexis

Online Payments/Point of Sale Services assists each agency with UAT testing by providing test credit cards and account numbers as appropriate. LexisNexis also coordinates joint UAT testing between LexisNexis and the agency as requested.

Implementation

Before the established implementation date, the (Customer)'s users would receive a link where each user would review our online training manual. The online training would be followed-up by a Question and Answer session with a LexisNexis representative. The (Customer) will designate an employee(s) to become the (Customer)'s LexisNexis account administrator(s) ("Agency Administrator") for setting up access to their agency data for other agency employees; the LexisNexis trainer will also train the designated Agency Administrator(s) to maintain the office staff access into the system.

An online help guide/manual for (Customer) staff is available within the Payment Solutions system. The guide covers all the procedures associated with the LexisNexis system (web, POS, etc.). **A Quick Reference Guide POS** is also furnished for each POS terminal. Also provided is a "Tip Sheet" that details the procedures for processing credit and debit transactions and includes instructions on processing a sale, voiding a transaction, printing receipts, etc.

For ongoing questions, our Agency Support Team is available 24/7/365.

LexisNexis generally provides training remotely at no cost. Our training complies with MasterCard, Visa, Discover and NACHA rules and regulations. We utilize conference calls and web ex, and situational provide in-person training.

Project Approach (Management Plan/Work Plan)

Payment Solutions' Project Management Methodology is based on the Project Management Institute (PMI) standards, as detailed in the Project Management Book of Knowledge (PMBOK). We have Certified Project Management Professionals (PMP) on our Information Technology (IT) Project Management Team, with a combined 70 years of

project management experience. As mentioned, the project will be assigned to an IT project manager who will be responsible for the contract deliverables during the implementation phase of the project until the account is transitioned to the operational support phase.

For this implementation, the Project Manager (PM) will work with the point of contact for the County Treasurer to

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Online Payments/Point of Sale Services

create a plan outlining the needs for the various departments and/or channels in order to address requirements in order of priority.

Once a contract is signed with a new agency, several functions are kicked off immediately. The PM (project manager) contacts the new agency and begins requirements gathering. Our sales support group sets up new accounts and applies for merchant numbers, taking into account how the agency wishes to report and settle, then creates a work order. Specific tasks are assigned to each new implementation based upon the particular “scope of work.”

Once requirements are completed and approved by the agency, the PM schedules tasks for development, QA, equipment and supplies ordering, implementation and training. The PM follows through these tasks to ensure completeness and coordinates events with the agency to ensure successful production.

The Payment Solutions system is already a proven production system supporting multiple payment channels. Onboarding an agency such as Lancaster County requires adding new agencies onto an existing system. This application is a very table driven system so gathering the requirements for how to set up the tables which will drive the business process is documented in the agency set up document through a series of interviews and understanding what each agency needs. The only development that will need to take place is that of the interfaces. If the County has specific interface designs, the Payment Solutions team can support doing custom interfaces. If the County is not tied to specific interface designs, Payment Solutions has standard interface formats that can be used.

Payment Solutions’ development methodology will be utilized to execute the implementation. We have adopted Scrum as our Agile Development Methodology of choice. We have project managers that are Certified Scrum Masters (CSM). This methodology involves organizing into cross-functional development teams, comprised of business analysts, developers, project managers, and quality assurance testers from Payment Solutions. Work is planned in three-week increments called sprints, and is comprised of specific tasks to be completed within the sprint. Scrum meetings are held daily to report on work that was accomplished in the prior day, review work scheduled for the

current day, and to discuss any issues that may impede the progress of the scheduled tasks. It encourages open and timely communication within the team and provides a fluid and streamlined approach to application development.

In addition to overall project management, Payment Solutions will be responsible for analysis, design, development, testing, configuration, production implementation, training, and subsequent rollout of the solutions agreed upon in the

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Online Payments/Point of Sale Services

planning phase. The County Treasurer will be responsible for reviewing and approving the deliverables at various points in the project and providing the necessary business guidance to enable Payment Solutions to provide the optimal solution.

Operational Support Phase

In preparation for the initial transition to the Operation Support Phase, the Payment Solutions Project Manager will set up a kickoff meeting with representatives from the Payment Solutions Operations Support to begin planning for the Operations Phase. The timing of this meeting will be such that all necessary processes and documentation are in place prior to the transition of support responsibilities.

A member from the Payment Solutions Support Team or a Customer Relationship Manager will be designated as the coordinator for the transition to support mode. As the coordinator, this individual will assume project management responsibility for the Operations Phase of the project. The Payment Solutions Project Manager will coordinate with the County Treasurer or designee on the training and implementation schedules for the various six locations.

The County Treasurer will assign an agency employee(s) who will become the Payment Solutions account administrator for setting up employee access into the system to their agency data; the support coordinator will also spend time with this designated agency employee(s) in training on how to maintain the office staff access.

An online help guide and online tutorials exist within the Payment Solutions system. A quick reference sheet for each POS terminal will also be furnished.

Payment Solutions will be responsible for the following: Supply all POS terminals, pin pads, surge protectors, Ethernet cables, and thermal receipt paper rolls for the over-the-counter application. The equipment will be pre-configured for each County Treasurer's agency and shipped direct to that location.

- Supply agency signage
- Supply the URL from which the application is deployed via the internet.
- Supply replacement POS equipment in the event of an equipment failure.

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Online Payments/Point of Sale Services

- Supply thermal receipt paper rolls as needed.

The Payment Solutions Help Desk is available 24x7 to report any problems with POS equipment or applications. If POS equipment needs to be replaced, Payment Solutions will supply the replacement equipment.

The County will be responsible for the following:

- Open up firewalls to allow the POS and system applications to process, as well as being able to retrieve the daily extract file via SFTP.
- Provide an electrical outlet for the POS terminal
- Provide the ability to establish high speed internet connections, where necessary
- Provide PCs which meet the minimum hardware and software requirements to run the application.
- Provide the specified permission levels on the PC to allow the application to download and install.

In summary, the Project Manager will work with the County Treasurer staff to establish priorities for which departments or offices should be implemented in what order or which can be implemented simultaneously.

Timeline

Timelines are usually between 6 and 12 weeks from start to completion for a complete service package composed of over-the-counter, IVR, and electronic internet payment processing; the length of time depends on several factors including time to obtain sign off from the County Treasurer staff on the specifications and whether the payments are to be blind (a payment which is accepted with no data verification against the agency system) or

validated (a payment where data verification occurs against the agency system), with validated payments taking a little longer due to the need for some testing time with County Treasurer's IT department.

We understand the aggressive implementation requirements of Lancaster County and with a high level of confidence we believe our 6 week project plan, included in this RFP response is achievable.

Communication, coordination, and timeliness are vital success factors. The following is a list of risks that could affect the rollout. It is not intended to be comprehensive. A more comprehensive list of risks will be compiled during project initiation and planning.

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Online Payments/Point of Sale Services

- Obtaining a single point of contact for information requests and action item resolution at the County Treasurer
- The timeliness of receiving information for the setup of each location
- The quality/reliability of the internet connections from each location
- The timeliness of completing the requested firewall changes

Training and Support after Implementation

We provide training on the Payment Solutions system at no cost to the County's employees who are users of the system as part of our bundle of services. The County will designate an employee(s) to become the Payment Solutions account administrator(s) (Agency Administrator) for setting up access to their agency data for other agency employees; the Payment Solutions trainer will also train the designated Agency Administrator(s) to maintain the office staff access into the system. Training covers all aspects of the system for County users, including reporting and other procedures which may be required.

Online Payments/Point of Sale Services

| Name | Email/Hours | Phone |
|--|--|---|
| Technical Helpdesk | 7 am – 9 pm CST after hour support 24/7 | Phone: 866.628.9244 |
| Alfreda Cotton, Manager of Technical Helpdesk | acotton@vitalchek.com | 800.669.8313 ext. 6833 615.268.9061 (cell) |
| Cindy Morgan, Manager of Network Operations and Business Unit Compliance | cmorgan@vitalchek.com | 800.669.8313 ext. 6811 615.364.2484 (cell) |
| Wayne Parr, Customer Relationship Manager | wparr@vitalchek.com | 800.669.8313 ext. 6822 615.260.2363 (cell) |

Once the Payment Solution application has been moved into production, the Payment Solutions designated trainer will work the County to ensure run “test” transactions through the system properly.

Additionally, an online help guide is available within the Payment Solutions system. A “Quick Reference Guide POS” will also be furnished for each POS terminal. For ongoing questions, our Agency Support Team is available 24/7/365. Payment Solutions frequently provides all implementations and training remotely which works very well; however, depending on the account(s) complexity this may be negotiable so that initial training and implementation could be conducted on-site. Your Account Manager can be present for additional assistance.

Ongoing Training Tools Online

- Orders
- Search
- Fulfillment
- Closeout
- Perform End of Day
- Reports
- Administration
- POS
- Tutorials
- Training Tutorials
- Support
- Reference

Please refer to your agency-specific list of tutorials before proceeding.

| ID | Title | Duration |
|---------------------------|---|----------|
| Access & Login | | |
| 101 | Initial Access | 1:18 |
| 102 | Login & Logout of VPS | 0:57 |
| 103 | Forgot Password | 1:46 |
| 104 | Change Password | 0:50 |
| 105 | Creating a Desktop Icon for VPS | 1:09 |
| Administration | | |
| 201 | Adding a User to VPS | 1:17 |
| 202 | Searching for a User | 1:33 |
| 203 | Role Descriptions | 1:03 |
| 204 | Resetting a User's Password | 1:29 |

Table of Contents

We offer a comprehensive agency specific online tutorials covering every aspect our Payment System.

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Online Payments/Point of Sale Services

LexisNexis will provide all of a training manuals noted above: manuals, online help and quick reference guides. An online help guide/manual for County staff is available within the LexisNexis Payment Solutions system. The guide covers all the procedures associated with the LexisNexis system (Web, POS, etc.). A Quick Reference Guide POS is also furnished for each POS terminal. Also provided is a “Tip Sheet” that details the procedures for processing credit and pin-debit transactions and includes instructions on processing a sale, voiding a transaction, printing receipts, etc.

| |
|--|
| Online VPS Help Application, including training tutorials |
| Training videos that are currently in production for specific training and installation needs |
| Web messaging on VPS log-in screen for matters requiring attention |
| Technical Help Desk, available for assisting agency customers 24/7/365 |
| LexisNexis Project Management Group to help communicate changes and assist with remote training and installation |

Online Payments/Point of Sale Services

| Key Activity | Deliverables | Key Personnel/Responsibility | Acceptance Criteria |
|---------------------------|---|---|---|
| 1. Knowledge transfer | Training curriculum and schedule will be determined and coordinated with the County. Training locations will be determined; multi-department training usually done on the agency site | <ol style="list-style-type: none"> 1. LexisNexis Project Manager 2. LexisNexis Customer Relationship Manager 3. LexisNexis Senior Technical Representative | Agency primary contact confirms all needed information has been communicated and documented. |
| 2. End user training | <p>Initial training is done in small groups; LexisNexis representative guides users as they begin to take transactions and answer questions as needed</p> <p>Deliverables include:</p> <ol style="list-style-type: none"> 1. Online Training Manual 2. In-person training 3. In-person install and training functions 4. Quick Reference Guide POS for agencies utilizing POS <p>Other methods include:</p> <ol style="list-style-type: none"> 1. Online Help Application, including training tutorials 2. Training videos developed for specific needs | <ol style="list-style-type: none"> 3. LexisNexis Project Manager 4. LexisNexis Customer Relationship Manager 5. LexisNexis Senior Technical Representative 6. Project Mgmt. Group | All personnel are trained and able to operate all systems and devices |
| 3. Administrator training | LexisNexis representative will “train the trainers” to assist in completion of training for all agency offices/departments and to assign employee access into the system. | <ol style="list-style-type: none"> 1. LexisNexis Customer Relationship Manager 2. LexisNexis Senior Technical Representative 3. LexisNexis Project Manager <p>Lancaster County Agency Administrator(s) - Lancaster County assigns agency employees as Agency Administrators. Their role is to set up employee access into the system to their agency data and assist with employee training and have access to training materials.</p> | Administrators confirm they have received adequate training to perform administrative functions |

Much of our training process is outlined in the chart illustrated.

Our U.S. based customer support

LexisNexis will provide the County with 24/7/365 toll-free access to its Agency Support Team. The LexisNexis Agency Support Team personnel are specially trained in all aspects of our operating systems, programs, processes and agency-specific configurations and functionality. The Agency Support Team has many years of front-line and field level training experience. **The Agency Support Team is comprised of an operational team and a technical team:**

- The LexisNexis Payment Solutions operational team is located in two call centers, El Paso, TX and Brentwood, TN. Combined there are over 100 agents and support staff to aid consumers who need assistance utilizing our services twenty-four hours a day, seven days a week, all throughout the year. Additionally, Payment Solutions' call centers provide bi-lingual (English/Spanish) support.

The operational team receives and prioritizes all incoming support calls. This team places orders for supplies, issues refunds/credits, responds to escalated customer service issues, status inquiries, etc. This team attempts to resolve all such issues on first contact. If they are unable to resolve the issue, they escalate the call to a member of the technical team.

- The technical team is responsible for technical requests from agencies and has the ability to remotely access, diagnose, and repair most system anomalies that may occur. If equipment cannot be repaired within a reasonable timeframe, not to exceed twenty-four (24) hours, Payment Solutions is generally capable of providing replacement equipment via overnight courier.

After Implementation

Lancaster County will be assigned a dedicated relationship manager. Your relationship manager would be the main contact on service matters and will be proficient on the County's various payment environments. Your relationship manager would be available 8:30AM to 4:30 PM via email and telephone, Central Standard Time. The backup Relationship Manager is Myron Bouchakian, the County's Account Manager. The relationship manager will be responsible for all aspects of LexisNexis Service and will coordinate training of any new locations, and administrative functions

after implementation and testing. He or she will also travel from time to time to the County for face to face meetings.

All of this staff work from our Brentwood, TN offices with the exception of Myron Bouchakian who is regional.

| KEY PERSONNEL | TITLE and PROJECT ROLE |
|------------------|--|
| Debra Dumas | Director of Project Management |
| Jason Tomlinson | Product Consultant |
| Alfreda Cotton | Manager, Help Desk |
| Myron Bouchakian | National Account Manager |
| Wayne Parr | Director, Customer Relationship Management |
| Kendall Glover | Relationship Manager |

Optional payment services

Today LexisNexis Payment Solutions offers various payment channels:

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Online Payments/Point of Sale Services

- Point of Sale (integration to cashiering systems available)
- Over the Phone- Card Not Present
- Web Payments (Validated or Blind Payments)

Optional

- Kiosk (Wall Unit for Credit and Debit Card Payments)
- Scheduled Payments
- Recurring Payments
- 24/7 Call Center (live operator payments)*
- IVR (interactive voice response)
- Marketing Support

Kiosk – LexisNexis built a kiosk solution for the Maryland Motor Vehicle Administration (MVA). The kiosks enable payers to pay outstanding District Court of Maryland traffic citations at the MVA so they can renew their driver's license without having to make multiple visits to the MVA location. The kiosks are implemented in all 22 Maryland MVA Service Centers. Kiosks will be available to other LexisNexis customers in 2016. The multilingual kiosk can be designed to lead consumers through the payment process and (if required) deliver orders in real time to the back office for fulfillment and pick up by consumers at the counter. The cost per kiosk is quoted on a case by case basis depending upon additional information.



Recurring Payments allows payers to make either *fixed or variable time payments* over the course of one year.

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RECURRING PAYMENTS

Multiple payments scheduled for future dates.
Available for fixed or variable amounts.

| | Fixed | Variable |
|---|---|--|
| Payment amounts accepted | Fixed \$ for each | Variable \$ for each |
| Agency Technology requirements | Minimal <i>(adding a URL link to your website)</i> | Moderate <i>(work w/LN to integrate into your billing system, etc.)</i> |
| Customers can schedule in advance | Yes, up to 1 year | |
| Payment profile, schedule and maintenance | Handled by customer | |
| Cancel and/or reschedule payment online | Yes, by customer, up to 24-hours in advance | |
| Payment types accepted | Debit, Credit, E-Check | |

Recurring and Scheduled Payments

Our innovative scheduled and recurring payments features increase payment convenience and are an easy way for payers to schedule a payment or make payments on a periodic/recurring basis. Many consumers are familiar with this online feature for paying utility bills, credit cards, etc. LexisNexis reviewed the best of breed options and incorporated them into our recurring payments module. This module is completely independent of the initial web payment from a consumer/taxpayer, but allows that same consumer/taxpayer to sign up for recurring payments with only six clicks of the mouse. All enrollment and management of payment accounts is handled by the consumer with support of the LexisNexis 24/7/365 helpdesk. Additionally, Participants would be able to offer fixed amount (\$50 per month) or validated recurring payments (amount varies each pay period).

A scheduled payment is a one-time payment for a future date. See illustration below.

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Online Payments/Point of Sale Services

Payment Information

Payment Type
 Credit Card
 Personal Check
 Business Check

Card Number*
Expiration Date*
Security Code*

We've provided this sample credit card to assist you in finding the security code.

MasterCard, Visa, Discover



3-digit security code

Scheduled Payment
 Would you like to schedule payment for future date or pay now?
 Now Future

Schedule Payment For

December 2015

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

Marketing Services

We know that a payment system can only be effective if more people are using it. A good payment system should help increase efficiencies, reduce paperwork, streamline the accounts receivable process, and provide an easy to use experience for a payer. We have a marketing department which works with government agencies for this purpose. They offer no cost programs designed to help increase awareness and increase adoption. More electronic payments mean greater efficiencies and we look forward to working with Lancaster County to accomplish this, as this is highly recommended.

Tab 2 - Experience, Qualification, and References

The LexisNexis Difference – Dedication to State and Local Governments

For over 29 years, LexisNexis Payment Solutions has focused our expertise in servicing only state and local governments. There are no other companies in the electronic payment facilitation space that can match our stability and financial strength and



emphasis on providing safe, secure and guaranteed payments to our government partners.

Our client list includes more than 2800 government agencies, many similar in both size and scope as Lancaster County.

Our larger clients include:

1. **Cook County, Illinois, including Cook County Hospitals**
2. **Washington State Department of Transportation**
3. **Kentucky Administrative Office of the Courts**
4. **Los Angeles County Recorder-Registrar Office**

Experience – Our Strength

LexisNexis Payment Solutions deploys the most advanced payment and information security technology the industry has to offer. Our offerings include the most secure POS terminals, a customizable secure public-facing web payment website, and an internal-facing administrative web application that provides a consolidated view into past transactions, reporting and other administrative functions.

LexisNexis® - A RELX Company

LexisNexis® VitalChek Network has been providing payment processing solutions under our present ownership for almost nine years. Founded in 1987, LexisNexis® VitalChek Network Inc., (“VitalChek”) is a Tennessee company that was established to provide customized remote ordering and payment services oriented toward government agencies. We are an experienced credit card and electronic check facilitator for more than 2800 government agencies in 48 states, Washington, D.C., Guam, Puerto Rico and American Samoa. Collectively, these agencies include courts, utilities, finance and treasury, and departments of transportation, revenue, and safety. Our payment processing solutions are provided under the LexisNexis® Payment Solutions name.



Integrations

Providing secure payment processing to government agencies has required us to integrate with countless third-party software vendors providing services to tax departments, courts, health departments and more. The County can be assured of our ability to integrate with its current providers.

We employ more than 265 professionals, all dedicated to government payment processing customers.

Our average employee has tenure of 14 years and represents a highly capable and diverse team of project managers, industry business analysts, account managers, software engineers, customer support and technical support individuals. Nearly all employees are based out of the Brentwood, TN office.

Online Payments/Point of Sale Services

In 2008 we became a division of LexisNexis® Risk Solutions, which is a division of RELX Group, PLC (NYSE: RELX), a global leader of information solutions for professional customers across industries. LexisNexis Risk Solutions is a leader in providing information systems that help governments predict, assess, and manage risk. As division of RELX Group PLC, LexisNexis Risk Solutions serves customers in 139 countries with approximately 7,600 employees worldwide. RELX Group employs almost 30,000 individuals worldwide. The company has headquarters in New York, London and Amsterdam.

References

Cook County, Illinois – customer since 2011

<https://www.cookcountyil.gov/>

In 2011 LexisNexis was awarded the contract to provide all card processing services for Cook County, Illinois, the second largest county in the United States. Specifically, the contract requires us to provide service fee based payments to all Cook County agencies wishing to accept these payments.



Tijuana Porter

Director of Financial Control Cook County

118 N. Clark Street

Chicago, IL 60602-1332

312.603.5035

Washington Department of Licensing – Customer Since 2009

In 2009 we were selected to provide POS applications statewide for all state licensing in the State of Washington. **This includes driver’s license issuance and renewals, motor vehicle registrations and professional licensing at approximately 200 locations throughout the state.** We served as primary contractor for this project. We provide a service fee based model to the customer that covers all costs associated with our services. This project - with its multiple locations and products - created several challenges, including the development of a live training approach, supplemented with “train-the-trainer” sessions and online help. We believe our success in executing this project’s complex deliverables further demonstrates our ability to meet the County’s requirements. One interesting aspect of this implementation is that the County has “franchisee” locations throughout the State where citizens can pay.



Contract Period: 2009-2018; 2009 – 2012; extended from 2012 to 2015; extended 2015 to 2018.

Cindy Cavanaugh, Comptroller

421 Black Lake Blvd. SW

Olympia, WA 98502-5046

360.902.7415

CCavanaugh@dol.wa.gov

Hamilton County Government, Tennessee

We provide a payment processing for a number of departments in Hamilton County Tennessee. Among which is the Trustee, Courts, Jail, Election, Clerk's Office, Building Inspections, Register of Deeds, Health Department and Park and Recreation).

Gail B. Roppo

Director of Purchasing

Hamilton County Government

455 North Highland Park Avenue

Chattanooga, TN 37404

423.209.6355 (tel)

GailR@hamiltontn.gov

**Web Payment Client Samples**

The link below takes one to the landing page of Thurston County Clerk, WA State:

<https://payments.lexisnexis.com/wa/co/thurston/clerk>

We provided Washoe County, NV an integrated payment site for recurring payments -login section

<https://payments.lexisnexis.com/nv/co/washoe/utility>

LexisNexis Demo: To see a validated payment. Click on the product for Water Payments. Use account number 12345.

Use last name "White". To see a "blind" payment click on Court Fines. Use case # 08-12345 and use any name.

<https://payments.lexisnexis.com/tn/pssdemo>

In the event we are chosen as a finalist, LexisNexis Payment Solutions will be able to demonstrate validated - integrated web payments. Below are example of screen shots of web pages from our client base.

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**COOK COUNTY PURCHASER
NON-RETAILER USE TAX**

In November 2011, the Cook County Board of Commissioners passed the new Use Tax on Non-Retailer Transfers of Motor Vehicles. The Department of Revenue will administer and enforce the tax effective March 1, 2012.

As of March 1, 2012, a tax is applied to the transfer or purchase of a motor vehicle that is titled or registered from a non-retailer (Private Party), at a location in Cook County, with an agency of the State of Illinois (Ordinance 11-0-109) Chapter 74-Article XVII.

This tax shall not apply if the motor vehicle is purchased at retail from a retailer and the purchaser is required to pay the Cook County Use Tax as per Chapter 74 Article VII of the County's Code at the rate of 1%.

| Age of Vehicle | Rate |
|--------------------------------------|-------|
| 1 - 3 years | \$225 |
| 4 - 8 years | \$175 |
| 9 years and over | \$90 |
| Transfer of Motorcycles | \$90 |
| Gifts or other non-monetary transfer | \$25 |

| Age of Vehicle | Rate |
|--------------------------------------|-------|
| 1 - 5 years | \$225 |
| 6 - 10 years | \$200 |
| 11 years and over | \$175 |
| Gifts or other non-monetary transfer | \$25* |

*The tax rate of \$25 is under the following circumstances:



Select Language / Print
Services Residents Business Visitors Government

Search For Anything

City of Knoxville » Government » City Departments & Offices » City Court » **Submit Online Payment**

| | | | |
|------------------------------|---------------------|-------------------------|---|
| Submit Online Payment | How to Pay a Ticket | Parking Tickets - FAQ's | Court Administrator Valerie Coleman citycoun@knoxvilletn.gov (865) 215-4311 800 Howard Baker Jr. Avenue P.O. Box 2749 Knoxville, TN 37901-2749 |
|------------------------------|---------------------|-------------------------|---|

| | |
|-----------------------------|-----------------|
| Agency Amount | \$100.00 |
| LexisNexis Service Fee | \$3.75 |
| Total Payment Amount | \$103.75 |

| | | | |
|-----------------------|----------------------|-----------------------|----------------------|
| First Name* | <input type="text"/> | Last Name* | <input type="text"/> |
| Billing Address Line1 | <input type="text"/> | Billing Address Line2 | <input type="text"/> |
| Billing City | <input type="text"/> | Billing State | <input type="text"/> |
| Email Address* | <input type="text"/> | Billing Zip Code | <input type="text"/> |
| | | Phone Number | <input type="text"/> |

Payment Type* Credit Card Personal Check Business Check

By checking the box, you are authorizing the payment of the agency amount plus the LexisNexis service fee.

Pay Now

[Privacy](#) [Terms](#) [Contact Us](#)



Tab 3 – Ability to Meet Project Schedule

- The work plan provided depicts the duration and tasks needed for a typical integrated implementation. The plan assumes that the initial implementation will be for 5-6 agencies/merchants. Subsequent phases will follow a similar work plan for tasks and duration. We will work with the county to determine which agencies and merchants to include in each phase. Requirements gathering for subsequent phases can begin as soon as the requirements have been signed off for the previous phase, thereby overlapping the phases.
- The work plan dates are dependent on the contract start date.
- The work plan assumes that Lancaster County resources will be available for requirements gathering, project documentation review and approvals, and user acceptance testing on the specified dates. Any delay will affect the projected implementation dates.
- Any integrations with third party software may affect the implementation timeline.

Lancaster County NE Sample Workplan

| ID | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|----|--|----------|-------------|-----------------|--------------|------------------|
| 1 | Lancaster County NE Payments Project | 45 days | Fri 4/14/17 | Fri 6/16/17 | | Lancaster Co |
| 2 | Contract Start Date | 0 days | Fri 4/14/17 | Fri 4/14/17 | | LN,Lancaster Co |
| 3 | Implementation Phase | 45 days | Fri 4/14/17 | Fri 6/16/17 | | |
| 4 | Initiation and Planning | 12 days | Fri 4/14/17 | Mon 5/1/17 | | |
| 5 | Kickoff Meeting | 3 days | Fri 4/14/17 | Tue 4/18/17 | | |
| 6 | Preparations for Kickoff Meeting | 1 day | Fri 4/14/17 | Fri 4/14/17 | | PM |
| 7 | Schedule Kickoff Meeting | 1 day | Fri 4/14/17 | Fri 4/14/17 2 | | PM, LN |
| 8 | Hold Kickoff Meeting | 1 day | Mon 4/17/17 | Mon 4/17/17 7,2 | | LN,Lancaster Co, |
| 9 | Schedule Weekly Project Meetings with Customer | 1 day | Tue 4/18/17 | Tue 4/18/17 8 | | PM |
| 10 | Project Planning | 6 days | Fri 4/14/17 | Fri 4/21/17 | | |
| 11 | Prepare Project Planning Documents | 5 days | Fri 4/14/17 | Thu 4/20/17 2 | | PM |
| 12 | Submit Project Planning Documents for Review and Approval | 0 days | Thu 4/20/17 | Thu 4/20/17 11 | | PM |
| 13 | Customer Review of Project Planning Documents | 1 day | Fri 4/21/17 | Fri 4/21/17 12 | | Lancaster Co |
| 14 | Customer Approval of Project Planning Documents | 0 days | Fri 4/21/17 | Fri 4/21/17 13 | | Lancaster Co |
| 15 | Support Planning - Service Level Agreement (SLA) | 5 days | Mon 4/24/17 | Fri 4/28/17 | | |
| 16 | Prepare SLA | 3 days | Mon 4/24/17 | Wed 4/26/17 14 | | Ops PM |
| 17 | Submit SLA for Review and Approval | 0 days | Wed 4/26/17 | Wed 4/26/17 16 | | Ops PM |
| 18 | Customer review of SLA | 2 days | Thu 4/27/17 | Fri 4/28/17 17 | | Lancaster Co |
| 19 | Customer approval of SLA | 0 days | Fri 4/28/17 | Fri 4/28/17 18 | | Lancaster Co |
| 20 | Project Schedule | 2 days | Fri 4/28/17 | Mon 5/1/17 | | |
| 21 | Revise Project Schedule | 1 day | Fri 4/28/17 | Fri 4/28/17 33 | | PM |
| 22 | Submit Project Schedule for Review and Approval | 0 days | Fri 4/28/17 | Fri 4/28/17 21 | | PM |
| 23 | Customer Review of Project Schedule | 1 day | Mon 5/1/17 | Mon 5/1/17 22 | | Lancaster Co |
| 24 | Customer Approval of Project Schedule | 0 days | Mon 5/1/17 | Mon 5/1/17 23 | | Lancaster Co |
| 25 | Execution | 43 days | Tue 4/18/17 | Fri 6/16/17 | | |
| 26 | Setup Requirements | 9 days | Tue 4/18/17 | Fri 4/28/17 | | |
| 27 | Gather Setup Requirements | 3 days | Tue 4/18/17 | Thu 4/20/17 8 | | Lancaster Co, LN |
| 28 | Document Setup Requirements and Interfaces | 5 days | Fri 4/21/17 | Thu 4/27/17 27 | | LN |
| 29 | Identify and Document Hardware/Network Requirements | 5 days | Fri 4/21/17 | Thu 4/27/17 27 | | LN |
| 30 | Identify Firewall Requirements | 5 days | Fri 4/21/17 | Thu 4/27/17 27 | | LN |
| 31 | Identify Agencies (4-5 agencies assumed) | 5 days | Fri 4/21/17 | Thu 4/27/17 27 | | LN,Lancaster Co |
| 32 | Identify PC requirements to run VPS Web | 5 days | Fri 4/21/17 | Thu 4/27/17 27 | | LN |
| 33 | Submit Setup Requirements Document for Customer Review and Appr. | 0 days | Thu 4/27/17 | Thu 4/27/17 28 | | PM |
| 34 | Customer Review of Setup Requirements | 1 day | Fri 4/28/17 | Fri 4/28/17 33 | | Lancaster Co |
| 35 | Customer Approval of Setup Requirements | 0 days | Fri 4/28/17 | Fri 4/28/17 34 | | Lancaster Co |
| 36 | Site Assessment and Preparations | 5 days | Fri 4/28/17 | Thu 5/4/17 | | |
| 37 | Order Processing Numbers (MID, TIDs) | 2 days | Fri 4/28/17 | Mon 5/1/17 31 | | LN |
| 38 | Test Processing Numbers | 1 day | Tue 5/2/17 | Mon 5/2/17 37 | | LN |
| 39 | Request Firewall Changes | 4 days | Fri 4/28/17 | Wed 5/3/17 30 | | LN,Lancaster Co |
| 40 | Verify Network Connections | 4 days | Fri 4/28/17 | Wed 5/3/17 29 | | LN,Lancaster Co |
| 41 | Verify Firewall Changes | 1 day | Thu 5/4/17 | Thu 5/4/17 39 | | LN,Lancaster Co |
| 42 | Analysis and Design | 3 days | Mon 5/1/17 | Wed 5/3/17 | | |
| 43 | Analysis and Design of System Modifications | 2 days | Mon 5/1/17 | Tue 5/2/17 35 | | LN |
| 44 | Schedule Development Tasks into Sprints | 1 day | Wed 5/3/17 | Wed 5/3/17 43 | | PM |
| 45 | Development | 9 days | Thu 5/4/17 | Tue 5/16/17 44 | | |

Lancaster County NE Sample Workplan

| ID | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|----|---|----------|-------------|-----------------------------|--------------|-----------------|
| 46 | VPS | 7 days | Thu 5/4/17 | Fri 5/12/17 | | |
| 47 | Set up Business Units | 2 days | Thu 5/4/17 | Fri 5/5/17 35 | | Dev |
| 48 | Coding and Unit Testing (Rules, Web Services) | 5 days | Mon 5/8/17 | Fri 5/12/17 43,47 | | Dev |
| 49 | WEB | 7 days | Mon 5/8/17 | Tue 5/16/17 | | |
| 50 | Code and Unit Test | 7 days | Mon 5/8/17 | Tue 5/16/17 43,47 | | Dev |
| 51 | POS | 3 days | Mon 5/8/17 | Wed 5/10/17 | | |
| 52 | Code and Unit Test | 3 days | Mon 5/8/17 | Wed 5/10/17 43,47 | | Dev |
| 53 | Reports | 2 days | Mon 5/8/17 | Tue 5/9/17 | | |
| 54 | Code and Unit Test | 2 days | Mon 5/8/17 | Tue 5/9/17 43,47 | | Dev |
| 55 | QA Preparation | 5 days | Mon 5/1/17 | Fri 5/5/17 | | |
| 56 | Write Test Cases | 5 days | Mon 5/1/17 | Fri 5/5/17 35 | | QA |
| 57 | QA Testing | 10 days | Mon 5/15/17 | Fri 5/26/17 55 | | |
| 58 | Verify Business Unit Setup | 2 days | Mon 5/15/17 | Tue 5/16/17 46 | | QA |
| 59 | Test VPS Application (Search, User Setup, Phone Orders) | 2 days | Wed 5/17/17 | Thu 5/18/17 58 | | QA |
| 60 | Test End of Day Settlement | 2 days | Fri 5/19/17 | Mon 5/22/17 59 | | QA |
| 61 | Test Web Application | 2 days | Tue 5/23/17 | Wed 5/24/17 49,58,60 | | QA |
| 62 | Test POS | 2 days | Thu 5/25/17 | Fri 5/26/17 51,58,61 | | QA |
| 63 | Test Reports | 2 days | Wed 5/17/17 | Thu 5/18/17 53,58 | | QA |
| 64 | QA Signoff on Testing | 0 days | Fri 5/26/17 | Fri 5/26/17 63,59,60,61,62 | | QA |
| 65 | Customer UAT | 3 days | Tue 5/30/17 | Thu 6/1/17 | | |
| 66 | Demo and Customer Review - VPS, Web, POS | 0.5 days | Tue 5/30/17 | Tue 5/30/17 64 | | PM,Lancaster Co |
| 67 | Integration Testing and UAT | 3 days | Tue 5/30/17 | Thu 6/1/17 64 | | Lancaster Co |
| 68 | Customer Approval of UAT | 0 days | Thu 6/1/17 | Thu 6/1/17 67 | | Lancaster Co |
| 69 | Training | 8 days | Tue 5/30/17 | Thu 6/8/17 | | |
| 70 | Revise Training Materials | 2 days | Tue 5/30/17 | Wed 5/31/17 64 | | LN |
| 71 | Schedule/Plan Training Sessions | 1 day | Tue 5/30/17 | Tue 5/30/17 64 | | PM,Lancaster Co |
| 72 | Train Users | 1 day | Thu 6/8/17 | Thu 6/8/17 71,77,78SS,76,73 | | LN |
| 73 | Order and Ship POS Equipment | 3 days | Mon 6/5/17 | Wed 6/7/17 75 | | LN |
| 74 | Implementation | 11 days | Fri 6/2/17 | Fri 6/16/17 | | |
| 75 | Migrate Business Units to Production | 1 day | Fri 6/2/17 | Fri 6/2/17 68 | | LN |
| 76 | Migrate Application Changes to Production | 1 day | Fri 6/2/17 | Fri 6/2/17 68 | | LN |
| 77 | Set Up Users | 1 day | Mon 6/5/17 | Mon 6/5/17 76 | | Lancaster Co |
| 78 | Install POS Equipment | 1 day | Thu 6/8/17 | Thu 6/8/17 77,73 | | LN |
| 79 | Go Live | 0 days | Thu 6/8/17 | Thu 6/8/17 72 | | LN,Lancaster Co |
| 80 | Post-Implementation Monitoring and Support | 5 days | Fri 6/9/17 | Thu 6/15/17 79 | | LN |
| 81 | Post Implementation Review and Closeout | 1 day | Fri 6/16/17 | Fri 6/16/17 80 | | Lancaster Co,LN |
| 82 | Begin Operational Support Phase | 0 days | Fri 6/16/17 | Fri 6/16/17 81 | | LN |

Online Payments/Point of Sale Services

| Lancaster County NE Sample Workplan | | | | | | |
|-------------------------------------|---|----------------|--------------------|-----------------------|--------------|------------------|
| ID | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
| 1 | Lancaster County NE Payments Project | 45 days | Fri 4/14/17 | Fri 6/16/17 | | Lancaster Co |
| 2 | Contract Start Date | 0 days | Fri 4/14/17 | Fri 4/14/17 | | LN,Lancaster Co |
| 3 | Implementation Phase | 45 days | Fri 4/14/17 | Fri 6/16/17 | | |
| 4 | Initiation and Planning | 12 days | Fri 4/14/17 | Mon 5/1/17 | | |
| 5 | Kickoff Meeting | 3 days | Fri 4/14/17 | Tue 4/18/17 | | |
| 6 | Preparations for Kickoff Meeting | 1 day | Fri 4/14/17 | Fri 4/14/17 | | PM |
| 7 | Schedule Kickoff Meeting | 1 day | Fri 4/14/17 | Fri 4/14/17.2 | | PM,LN |
| 8 | Hold Kickoff Meeting | 1 day | Mon 4/17/17 | Mon 4/17/17.2 | | LN,Lancaster Co. |
| 9 | Schedule Weekly Project Meetings with Customer | 1 day | Tue 4/18/17 | Tue 4/18/17.8 | | PM |
| 10 | Project Planning | 6 days | Fri 4/14/17 | Fri 4/21/17 | | |
| 11 | Prepare Project Planning Documents | 5 days | Fri 4/14/17 | Thu 4/20/17.2 | | PM |
| 12 | Submit Project Planning Documents for Review and Approval | 0 days | Thu 4/20/17 | Thu 4/20/17.11 | | PM |
| 13 | Customer Review of Project Planning Documents | 1 day | Fri 4/21/17 | Fri 4/21/17.12 | | Lancaster Co |
| 14 | Customer Approval of Project Planning Documents | 0 days | Fri 4/21/17 | Fri 4/21/17.13 | | Lancaster Co |
| 15 | Support Planning - Service Level Agreement (SLA) | 5 days | Mon 4/24/17 | Fri 4/28/17 | | |
| 16 | Prepare SLA | 3 days | Mon 4/24/17 | Wed 4/26/17.14 | | Ops PM |
| 17 | Submit SLA for Review and Approval | 0 days | Wed 4/26/17 | Wed 4/26/17.16 | | Ops PM |
| 18 | Customer review of SLA | 2 days | Thu 4/27/17 | Fri 4/28/17.17 | | Lancaster Co |
| 19 | Customer approval of SLA | 0 days | Fri 4/28/17 | Fri 4/28/17.18 | | Lancaster Co |
| 20 | Project Schedule | 2 days | Fri 4/28/17 | Mon 5/1/17 | | |
| 21 | Revise Project Schedule | 1 day | Fri 4/28/17 | Fri 4/28/17.33 | | PM |
| 22 | Submit Project Schedule for Review and Approval | 0 days | Fri 4/28/17 | Fri 4/28/17.21 | | PM |
| 23 | Customer Review of Project Schedule | 1 day | Mon 5/1/17 | Mon 5/1/17.22 | | Lancaster Co |
| 24 | Customer Approval of Project Schedule | 0 days | Mon 5/1/17 | Mon 5/1/17.23 | | Lancaster Co |
| 25 | Execution | 43 days | Tue 4/18/17 | Fri 6/16/17 | | |
| 26 | Setup Requirements | 9 days | Tue 4/18/17 | Fri 4/28/17 | | |
| 27 | Gather Setup Requirements | 3 days | Tue 4/18/17 | Thu 4/20/17.6 | | Lancaster Co,LN |
| 28 | Document Setup Requirements and Interfaces | 5 days | Fri 4/21/17 | Thu 4/27/17.27 | | LN |
| 29 | Identify and Document Hardware/Network Requirements | 5 days | Fri 4/21/17 | Thu 4/27/17.27 | | LN |
| 30 | Identify Firewall Requirements | 5 days | Fri 4/21/17 | Thu 4/27/17.27 | | LN |
| 31 | Identify Agencies (4-5 agencies assumed) | 5 days | Fri 4/21/17 | Thu 4/27/17.27 | | LN,Lancaster Co |
| 32 | Identify PC requirements to run VPS Web | 5 days | Fri 4/21/17 | Thu 4/27/17.27 | | LN |
| 33 | Submit Setup Requirements Document for Customer Review and Appr | 0 days | Thu 4/27/17 | Thu 4/27/17.28 | | PM |
| 34 | Customer Review of Setup Requirements | 1 day | Fri 4/28/17 | Fri 4/28/17.33 | | Lancaster Co |
| 35 | Customer Approval of Setup Requirements | 0 days | Fri 4/28/17 | Fri 4/28/17.34 | | Lancaster Co |
| 36 | Site Assessment and Preparations | 5 days | Fri 4/28/17 | Thu 5/4/17 | | |
| 37 | Order Processing Numbers (MID, TIDs) | 2 days | Fri 4/28/17 | Mon 5/1/17.31 | | LN |
| 38 | Test Processing Numbers | 1 day | Tue 5/2/17 | Tue 5/2/17.37 | | LN |
| 39 | Request Firewall Changes | 4 days | Fri 4/28/17 | Wed 5/3/17.30 | | LN,Lancaster Co |
| 40 | Verify Network Connections | 4 days | Fri 4/28/17 | Wed 5/3/17.29 | | LN,Lancaster Co |
| 41 | Verify Firewall Changes | 1 day | Thu 5/4/17 | Thu 5/4/17.39 | | LN,Lancaster Co |
| 42 | Analysis and Design | 3 days | Mon 5/1/17 | Wed 5/3/17 | | |
| 43 | Analysis and Design of System Modifications | 2 days | Mon 5/1/17 | Tue 5/2/17.35 | | LN |
| 44 | Schedule Development Tasks into Sprints | 1 day | Wed 5/3/17 | Wed 5/3/17.43 | | PM |
| 45 | Development | 9 days | Thu 5/4/17 | Tue 5/16/17.44 | | |

Implementation Phase

For typical projects the implementation phase consists of project initiation and planning, execution, and closeout. Below is a brief description of high-level activities in each of the phases. The process would be followed for each County department.

Initiation and Planning

During this phase, the LexisNexis IT Project Manager (PM) holds the project kickoff meeting. The LexisNexis Project Manager will work with the County to define project scope, deliverables, high-level milestones and timeframes, assumptions and project team members. Additionally, the LexisNexis PM will be responsible for documenting roles and responsibilities, the agreed-upon communications plan, the finalized project schedule for each of departments involved, the

change management process, and the issues management process. The County will be responsible for providing business resources to participate in the project, providing answers to business-type questions, assist in the coordination of LexisNexis’s project activities (as needed), and to review and approve deliverables, where applicable.

Execution

This phase includes requirements gathering, analysis, systems development, testing, configuration, implementation, and training. The processes and deliverables will be monitored for quality purposes, to ensure that the established standards are being followed. During this phase, the change management process will be utilized to control changes to scope and schedule. Issues will be tracked and reviewed in the weekly project meetings as part of the issue management process. Risks will be regularly monitored, reviewed, and reported through the risk management process. Weekly status reports will assist in keeping all parties informed as to the progress of the project. The project schedule will be closely monitored to ensure that the project timeline is on track.

Scrum Methodology

LexisNexis’s development methodology is also utilized in this phase.

We have adopted Scrum as our Agile Development Methodology of choice and have project managers that are Certified Scrum Masters (CSM). This methodology involves organizing into cross-functional development teams, comprised of business analysts, developers, project managers, and quality assurance testers from LexisNexis. Work is planned in three-week increments called sprints, and is comprised of specific tasks to be completed within the sprint. Daily scrum meetings



are held to report on work that was accomplished the prior day, review work scheduled for the current day, and to discuss any issues or items that impede the progress of the scheduled tasks. These meetings encourage open and timely communication within the team and provide a fluid and streamlined approach to application development.

In addition to overall project management, LexisNexis will be responsible for analysis, design, development, testing, configuration, implementation, and training of the solutions agreed upon in the planning phase. Lancaster County will be responsible for reviewing and approving the deliverables at various points in the project, and providing the necessary business guidance to enable LexisNexis to provide the optimal business solution.

Close-Out

During this phase, the project is reviewed for completeness and feedback will be solicited from the various project participants to identify what went well on the project and share ideas for improvement. This feedback facilitates continuous process improvement.

Operational Support Phase

After the implementation phase, post-implementation support begins and ongoing support responsibility shifts to the LexisNexis Operations Support Team.

Initiation and Planning

In preparation for the transition, the LexisNexis IT project manager schedules a kickoff meeting with representatives from the LexisNexis Operations Support Team to begin planning for the Operations Phase. The timing of this meeting will be such that all necessary processes and documentation are in place prior to the transition of support responsibilities.

A member from the LexisNexis Operations Support Team will be designated as the coordinator for the transition to support mode. As the coordinator, this individual will assume project management responsibility for the Operations Phase of the project. This includes setting up the Service Level Agreement (SLA), issue management processes, communications plan, escalation procedures, and any ongoing client support duties, as required by contract.

Execution

As the plans are executed, agencies will be notified in advance of planned outages, notification of unplanned outages, timely resolution to production issues, advance notification of system changes affecting the County, and timely responses to requests for assistance.

LexisNexis is dedicated to providing world-class customer service and strives to achieve ongoing customer satisfaction. To help facilitate continuous improvement in the service we



provide LexisNexis Operations Support will schedule periodic meetings to solicit feedback and suggestions. The frequency of the meetings will be mutually agreed during the course of the engagement.

Tab 4 – Quality of Proposal Response

In the appendix of this RFP we have also included brief responses and acknowledgements to assure the County we fully understand the scope of work within this RFP. These responses address the Specifications outlined by the County. This includes the Introduction section, purpose and intent, scope of services, and evaluation of proposal and selection criteria.

LexisNexis Payment Solutions is a wholly owned subsidiary of LexisNexis and headquartered in Brentwood, TN:

LexisNexis VitalChek Inc.

6 Cadillac Dr. Suite 400

Brentwood, TN 37027

LexisNexis Payment Solutions and LexisNexis VitalChek operate as a division of LexisNexis® Risk Solutions, which is a division of RELX Group. RELX PLC is the London listed holding company for RELX Group.

Please see the requested summary of financial information of our parent company on the following pages. This is the most current information requested in the RFP for the last two fiscal years and is prepared in accordance with generally accepted accounting principles and audited by certified CPA professionals.

For a complete financial information of our parent company, RELX Group PLC, including the latest on 2016 results we have furnished a Web link to all publicly available financial and company information and reports:

<http://www.relxgroup.com/investorcentre?Pages/results-center.aspx>

Appendix

We acknowledge and understand the requirements set forth toward in this section with regard to submittal of the RFP, and understand the expressed rights of the County. LexisNexis Payment Solutions will also comply with the County's Insurance requirements.

If selected as a finalist we understand and agree to provide a formal presentation and/or a question and answer session. Within this RFP response, we have submitted a detailed schedule of work. The schedule/timeline can be found under Tab 3 – Ability to Meet Project Schedule beginning on page 77 of our response.

The following addresses the County's Specifications as detailed in the RFP.

1.10-1.10.2

LexisNexis Payment Solutions is willing to allow other Counties with similar needs, to utilize the cost, terms and conditions, associated with our proposal, so long as services and average payment sizes are relatively similar.

1.10.1

LexisNexis Payment Solutions is willing to provide an administrative fee to Lancaster County based on the dollar volume of services in said Counties and understand such fees would be negotiated following selection of the most qualified vendor.

2.0 -2.5

LexisNexis Payment Solutions acknowledges and understands the specifications of this section.

3.1 ONLINE CREDIT CARD/ECHECK/ESAVINGS SERVICES:

3.1.1 A payment gateway is a service that sends credit card or banking information from a website to the credit card payment networks for processing, and returns transaction details and responses from the payment networks back to the website. 3.1.1.1 The credit card or banking information is sent from a checkout page hosted on our own website. www.lancaster.ne.gov/treasurer.

3.1.2 A set of APIs to allow us to integrate the payment gateway with our IIS.Net application.

Online Payments/Point of Sale Services

Response

We can satisfy this request. We can work with the County in providing a web services integration in order for payers to experience validated payments. There are a few integration options, however one recommended approach would be a Form Post. We would be glad to provide the County with our standard protocols for form post and/or web services.

3.1.3 Functions provided by the Web service:

- Shall be encrypted and secure via user id and password or equivalent.
- Determine whether a payment can be made at this time.
- Determine the payment methods allowed. Payment methods defined are Visa, MasterCard, Discover/Novus, American Express, and ACH (automated clearing house, via checking or savings account).
- Calculate the convenience fee to be paid by the end user, given the base amount of the payment.
- Make a payment using one of the allowed payment methods. An on-line authorization is performed if the payment is by credit card.
- If an error is encountered, the transaction will not be retried at a later time.
- Settlement of successful transactions is performed in batch mode. It is not necessary to invoke the Web service to cause transactions to be settled.
- Provide a way to test transactions that are for testing use only.

Response

We can satisfy all the required functions in 3.1.3.

3.1.4 County of Lincoln Information Services provides the payment selection; the Vendor is responsible for the back end payment processing.**Response**

Acknowledged.

3.1.5 Before submitting payment the citizen must see the base and the convenience fee.**Response**

Yes. We provide compliant service and convenience fee solutions.

3.1.6 A section where the customer can input name of payee and phone number is required.**Response**

We can provide this requirement.

3.1.7 Must have a verification, where the customer either enters financial information twice or asked to verify information.**Response.**

We can comply with this requirement.

3.1.8 The County is contracted with US Bank/Elavon for Merchant Card processing through December 31, 2019.

Online Payments/Point of Sale Services

3.1.8.1 It will be required that the Vendor is able to connect to or be certified to Elavon/Nova Network.

3.1.8.2 Vendor shall indicate other networks that they are capable of connecting to and are certified with in their written response.

Response.

We are certified to the following payment processors: Elavon, First Data, Vantiv, and Global Payments.

3.1.9 The County of Lincoln Information Services department is currently working on a shopping cart feature as well as adding more services for payments such as special assessments, centrally assessed, distress warrants and tax certificates.

Response.

Acknowledged. We are looking forward to working with the County on other departments.

3.1.10 Vendors must provide a competitively based discounted rate for the processing of all four (4) major credit cards: Visa, MasterCard, American Express and Discover and a flat fee for e-check and/or e-savings for online transactions.

Response.

We will offer competitively based rates for these payment choices in the County's desired format.

3.1.11 Vendor shall communicate with Elavon, or the approved network, to process all cardholder transaction disputes.

Response.

We can comply with this.

3.1.12 Vendor will provide a single point of contact to assist with credit card/echeck processing services.

Response.

We can comply with this request.

3.1.13 Vendor must be PCI compliant.

Response.

We are PCI Level 1 Compliant.

3.1.14 Vendor will hold all confidential information in strict confidence and not disclose this information to third parties without prior written consent of the disclosing party.

Response.

We can comply with this request.

3.1.14b Web portal shall allow multiple users at different levels of security and access.

Response.

Yes. We comply with this requirement.

3.1.15 Reports shall be customized to meet the needs of the County.

Online Payments/Point of Sale Services

Response.

We can provide customization of reports.

3.1.16 Reports must reflect date ranges, batches and easy transaction searches as requested.**Response.**

Yes we comply with this reporting feature. We offer a comprehensive list of criteria for a user to generate.

3.1.17 Funds must be transferred into the County's bank accounts the following business day.**Response.**

Elavon will control the funding. Funding cycle will not change as Elavon is the processor.

3.2 POS CREDIT CARD SERVICES

3.2.1 The County is requesting a minimum of 40 plus EMV Compliant terminals as well as equipment that can be used in the field such as a square for cell phones.

Response.

We will be able to comply.

3.2.2 The County is contracted with US Bank/Elavon for Merchant Card processing through December 31, 2019.

3.2.2.1 It will be required that Vendors POS solution is able to connect to or be certified to the Elavon/Nova Network.

Response.

We are certified to the Elavon network.

3.2.3 The County will not pay merchant card fees.

3.2.3.1 Merchant card fees shall be passed to the payee through Convenience Fees assessed by the vendor at a fee negotiated and agreed to in the final contract.

3.2.3.2 The Convenience fees are to be separate from government payments and shall be displayed before any payment is processed.

Response.

3.2.3. Acknowledged

3.2.3.1 Acknowledged

3.2.3.2 LexisNexis Payment Solutions has over 29 years of experience with government agencies and provides compliant service and convenience fee management. We acknowledge this requirement.

3.2.4 The service shall allow the County to authenticate the cardholder and use the card's PIN or magnetic strip for face to face and/or phone order sales to authorize and capture the transactions.

Response.

Yes. We comply with this request.

3.2.5 Vendor shall provide online reporting for all transactions**Response.**

We provide a centralized real time payment system and provide comprehensive reporting features and mechanisms for close reports going back three years and transactions searches, ad-hoc reporting, and custom reporting.

3.3 WEB PORTAL

3.3.1 The County requires a web portal to intake over the counter payment credit card payments. Integration of POS payments into our tax payment systems is not necessary.

3.3.2 Reporting from the web portal allows the County the ease of accurately accounting for the citizens online and credit card POS payments.

3.3.3 The County requires no limitations on the amount of users that can sign on to perform daily functions.

3.3.4 The County prefers the ability to have many customizable tiers or services that County Administration can create without heavy reliance on the Vendor.

3.3.5 Vendor must ensure that system down time during business hours does not exceed 2% in a 24 hour period.

Response.

3.3.1 We can comply with this request. We can provide the County with VPS (client portal) as well as Web Portal (We call VPS). Our POS solution reduces the County's PCI Scope by keeping the card holder data private as clerks do not handle cards.

Online Payments/Point of Sale Services

VPSWeb would be the agency portal for all payment information collected for the agency regardless of order source (web, IVR, phone, mail, and counter). Initiation of a sale begins with the “Orders” tab on the top left screen illustrated above. All transactions load into this system in real time regardless of payment source. Among the many features are:

- Order and payment searches
- End of Day Close processes
- Printing of reports and reprinting of automated emailed reports
- Online void of payment
- Holds payment history and audit trails
- Online Authorizations of card not present transactions

3.3.2 Yes. The County will have the ability to create real-time reports based on a number of criteria, and account for POS transactions which occur even if the POS transactions took place in another department or location.

3.3.3 We can comply with this request.

Online Payments/Point of Sale Services

3.3.4 Yes. There are a number of maintenance type configurations in which the County will have control over for customization, with little or no vendor reliance.

3.3.5 LexisNexis Payment Solutions have a 99.9% uptime.

4.1. - 4.2.6

LexisNexis Payment Solutions understands and acknowledges the evaluation and selection criteria.



**LexisNexis VitalChek Network Inc. (“Contractor” or “LN”)
Supplemental Document
to
Request for Proposal (“RFP”)
issued by
County of Lancaster, Nebraska,
a political subdivision of the State of Nebraska (“County” or “Customer”)**

Dated: March 16, 2017

RFP: Lancaster County Online Payments/Point of Sale Services
Title: VitalChek Payment Services

If Contractor is selected by County in connection with the response to the RFP and any other document issued by County with the RFP (collectively referred to as the “**RFP Documents**”) for which Contractor would supply its services, Contractor shall be able to supply the services, Contractor has included the LexisNexis VitalChek Network Inc. Payment Solutions Service Agreement (“**Contractor’s Terms and Conditions**”), a copy of which is attached hereto as Exhibit A, which, with the RFP, can serve as a basis for an agreement between the parties. If Contractor is selected by County in connection with the RFP Documents, at County’s request, Contractor undertakes to make good faith efforts to negotiate modifications in order to reach a fair agreement, satisfactory to both parties and within the legal parameters of state, federal, and international laws regulating the types of services provided. Because of the nature of the services being proposed by Contractor, the laws and regulations that govern the provision of those services, and Contractor’s contractual obligations to third-party information providers, Contractor requests that Contractor’s Terms and Conditions be a consideration as part of Contractor’s offer.

**LexisNexis® VitalChek Network Inc.
Payment Solutions Service Agreement**

Exhibit A

THIS PAYMENT SOLUTIONS SERVICE AGREEMENT (“Agreement”) is entered into as of _____ (the “Effective Date”), by and between LexisNexis VitalChek Network Inc. (“VitalChek”) with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, Tennessee 37027 and _____ (“Customer”) with its principal place of business located at _____.

WHEREAS, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

WHEREAS, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the “Service”);

NOW THEREFORE, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1, attached hereto (the “Equipment”).
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer’s charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service (“Fees”), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek’s reasonable discretion. The current Fees are detailed on Schedule 2, attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek’s payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, American Express, any other applicable card network (collectively, the “Card Networks”), and, to the extent such party stores or retains any card information, without limitation, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the “Rules”), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the “Laws”).
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the “VitalChek Policies”). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction (which use may include sharing the data with the applicable Card Network(s) as needed) or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer’s systems, Customer will immediately notify VitalChek, and provide

Online Payments/Point of Sale Services

VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
9. Customer hereby agrees to protect, indemnify, defend, and hold harmless VitalChek from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by Customer or its employees. VitalChek agrees to protect, indemnify, defend and hold harmless Customer from and against any from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) to the extent caused by VitalChek, its employees and subcontractors.
10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
11. It is agreed that under this Agreement (a) VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek (b) Customer is not a third party beneficiary under the agreements between VitalChek and the Card Network(s) related to the Service.
12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005. Customer shall notify VitalChek with fifteen (15) days of a change in its address shown above.
13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER OR CARD NETWORK MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
14. VitalChek's aggregate liability for any and all losses or injuries arising out of any act or omission of VitalChek in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees collected by VitalChek under this Agreement during the twelve (12) month period preceding the date of such loss or injury.
15. Customer agrees to promote the use of the Service by without limitation, advertisements, bill inserts, easy to locate links on Customer's home page website and press releases, which shall be subject to prior review and approval by VitalChek. Customer understands and agrees that the Service is provided at no cost to Customer and that the funding for this Agreement is provided by the Fees, as defined above: provided, however, that (a) should VitalChek determine that the volume of transactions being processed for the Service under this Agreement are not sufficient to cover VitalChek's costs, in VitalChek's sole judgment, VitalChek may terminate this Agreement by providing Customer thirty (30) days' advanced written notice, and (b) notwithstanding anything to the contrary Customer agrees that if Customer cancels or terminates this Agreement prior to the expiration of the first year, Customer may be responsible for VitalChek's costs to implement the Service which includes, but is not limited to, development of the application and shipment of the equipment and Customer agrees to pay VitalChek for those costs upon request by VitalChek.
16. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
17. This Agreement shall be construed and enforced in accordance with the laws of the state where Customer is located.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

CUSTOMER:

LEXISNEXIS VITALCHEK NETWORK INC.

Signature: _____

Signature: _____

By: _____

Title: _____

Date: _____

By: _____ Jeff Piefke _____

Title: Vice President, General Manager

Date: _____

Schedule 1
Hardware and Software

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**Schedule 2
Fees**

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VITALCHEK NETWORK, INC.

Paper and Electronic Media Policies

- **Policy Applicability**

All employees handling hardcopy or electronic media must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by VitalChek.

- **Storage**

- **Hardcopy Media**

Hard copy material containing sensitive or confidential information (i.e.: paper receipts, paper reports, faxes, etc.) is subject to the following storage guidelines:

- At no time are printed reports containing sensitive information to be removed from any VitalChek or Agency secure office environment
- At no time is printed material containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the General Manager.
- Printed reports containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.
- All hardcopy material containing confidential or sensitive information should be clearly labeled as such.
- All sensitive hardcopy media must be stored securely in a safe or locking file cabinet
- Sensitive hardcopy material is never to be stored in employee desks or open workspaces

- **Electronic Media**

Electronic media containing sensitive or confidential information (i.e.: CD, DVD, floppy disk, hard disk, tape, etc.) is subject to the following storage guidelines:

- Confidential and sensitive information should never be copied onto removable media without authorization from VitalChek's Information Technology Department.
- At no time is electronic media containing sensitive information to be removed from any VitalChek or Agency secure office environment, with the exception of computer system backups
- At no time is electronic media containing sensitive information to be removed from any VitalChek data center or computer room without prior authorization from the Information Technology Department
- Electronic media containing consumer sensitive data are to be physically retained, stored or archived only within secure VitalChek or Agency office environments, and only for the minimum time deemed necessary for their use.

- All electronic media containing confidential or sensitive information should be clearly labeled as such
- All removable, sensitive electronic media must be stored securely in a safe or approved locking file cabinet.
- All hardware (i.e. servers, workstations, modems, etc.) on which sensitive electronic media is stored shall be placed in a secure area and not be removed from a secure agency environment.

SPECIFICATIONS
LANCASTER COUNTY ONLINE PAYMENTS/POINT OF SALE SERVICES

1. INTRODUCTION

- 1.1 Lancaster County (also referred to as County) requests proposals for online payment and point of sale services for the Lancaster County Treasurer's Office from a vendor with governmental experience in this area.
- 1.2 Proposals must be submitted via a written response and an electronic E-bid response to the City/County Purchasing Office located at 440 S. 8th Street, Lincoln, NE 68508 no later than 12:00pm on March 17, 2017.
 - 1.2.1 No exceptions to this deadline will be given.
 - 1.2.2 Vendors shall provide an original and three (3) hard copies of the written proposal in an envelope clearly marked on the exterior "County Payment Services" to:

Bob Walla
City/County Purchasing
440 S. 8th Street, Suite 200
Lincoln, Ne 68508
 - 1.2.3 The cost of service and convenience fees proposed will be an evaluation factor, therefore, provide all costs that can be incurred by the County for your services as well as proposed convenience fees with the proposal in a separate envelope marked "PROPOSAL FEES" according to the information on Attachment B which is attached to the Ebid system in the Bid Attachment section.
 - 1.2.4 The Vendor shall provide a USB drive containing their full proposal with the written proposal.
- 1.3 Vendors must also complete and submit the electronic portion of this proposal on the Ebid system.
 - 1.3.1 Electronic submittal must be submitted before the closing date and time of this RFP.
 - 1.3.2 Failure to submit a written and electronic response will result in the rejection of the proposal.
- 1.4 All inquiries regarding these specifications shall be directed to Bob Walla, Purchasing Agent, at rwalla@lincoln.ne.gov
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.4.2 No direct contact regarding the RFP is allowed between Vendor and County staff throughout the proposal submittal process.
 - 1.4.2.1 Failure to comply with this directive may result in Vendors proposal being rejected.
 - 1.4.4 All inquires must be submitted no later than five (5) days prior to close of the RFP.
- 1.5 Lancaster County reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of Lancaster County, at its sole discretion.

- 1.6 Lancaster County may short-list Vendors for on-site interviews if it deems it necessary to do so.
 - 1.6.1 Lancaster County will contact those short-listed Vendors to schedule interviews.
 - 1.6.2 Interviews will include a formal presentation and a question and answer session.
 - 1.6.3 Lancaster County will contact the awarded Vendor by phone or email after all the interviews have been completed and Lancaster County has sufficient time to discuss and rank the Vendors.
- 1.7 The Vendor determined to be the most qualified according to the RFP process will meet with the County and Purchasing Agent to develop a scope of services and fee schedule.
 - 1.7.1 If the County is unable to arrive at a mutual agreement with the top ranked Vendor, the County retains the sole right to move on to negotiations with the second (then third, etc) ranked Vendor.
- 1.8 All Vendors submitting proposals must be prepared to initiate work on this project within 30 days of "Notice to Proceed".
 - 1.8.1 Preliminary Project Schedule:

| | |
|--------------------------------------|------------------------|
| Proposal Submittal Deadline | March 17, 2017 |
| Proposal Review | Week of March 20, 2017 |
| Interviews (If necessary) | Week of April 10, 2017 |
| Final Selection | April 14, 2017 |
| Scope and Fee Meeting (If necessary) | Week of April 17, 2017 |
| Contract execution | Week of May 1, 2017 |
| Services in Place | Week of May 15, 2017 |
 - 1.8.3 Vendor must include a detailed schedule of work for the project with their written proposal.
- 1.9 Cyber Insurance: The Vendor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for Lancaster County.
 - 1.9.1 The Vendors policy shall also include network risk/cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense).
 - 1.9.2 Such insurance shall be maintained in force at all times during the term of the agreement.
 - 1.9.3 Lancaster County shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.
- 1.10 Lancaster County would like to offer services which will be contracted with the awarded Vendor to other Counties in Nebraska who would have similar need of such services.
 - 1.10.1 Indicate in your proposal if you are willing to allow other Counties with similar needs to utilize the cost, terms and conditions associated with the awarded contract.
 - 1.10.2 If you will allow other Counties to utilize this contract, would you provide an administrative fee to Lancaster County based on the dollar volume of services in said Counties?
 - 1.10.2.1 Such fees would be negotiated following selection of the most qualified Vendor.

2. PURPOSE & INTENT

- 2.1 Lancaster County departments currently take credit card payments at Point of Sale for a variety of services and accept online payments from credit cards and echeck/esavings for real estate and personal property tax payments and Stop Program enrollment.
 - 2.1.1 The County is requesting proposals for an EMV compliant Vendor for the Point of Sales Service and PCI compliant online service who will provide the best service at the lowest total cost.
 - 2.1.2 The County believes that the lower the convenience fees charged to the consumer, the more consumers who will use these services.
 - 2.1.3 For the online services, Vendors shall provide the gateway for credit card and echeck/esavings processing and provide subsequent reporting information.
- 2.2 Lancaster County has a population of 307,000 as of the census in 2015.
 - 2.2.1 The County continues to see growth in internet and credit card POS processing as shown in Attachment 'A'.
 - 2.2.2 The County will continue to request additional departments to participate in online and credit card POS payment processing.
 - 2.2.2.1 Additional participation will require Vendor flexibility on multiple tiers of payment processing.
- 2.3 Lancaster County presently utilizes merchant card services at 5 (five) locations, including: County Treasurer, County Clerk, Sheriff's Office, Community Corrections, and County Engineers.
 - 2.3.1 There will be additional departments that will participate in POS services.
 - 2.3.2 The County expects to process \$38 million annually in online and POS services.
 - 2.3.2.1 See Attachment 'A', Merchant Card History, for a list of credit card and echeck/esavings activity for October 2015 through October 2016.
 - 2.3.3 Lancaster County is a Level III merchant and has submitted the annual PCI DSS Self Assessment questionnaire C and attestation as required under the Visa Cardholder Information Security Program and the MasterCard Site Data Protection Program.
- 2.4 The safety and security of our customer's financial information are of upmost importance and all customer financial information will be the responsibility of the Vendor.
- 2.5 The County is currently contracted with US Bank/Elavon for Merchant Card Processing and will require that Vendors POS and online solution are able to connect to or be certified by the Elavon/Nova Network.

3. SCOPE OF SERVICES

The scope of services will be divided out in two sections: ONLINE SERVICES and POS CREDIT CARD SERVICES

3.1 ONLINE CREDIT CARD/ECHECK/ESAVINGS SERVICES:

- 3.1.1 A payment gateway is a service that sends credit card or banking information from a website to the credit card payment networks for processing, and returns transaction details and responses from the payment networks back to the website.
 - 3.1.1.1 The credit card or banking information is sent from a checkout page hosted on our own website. www.lancaster.ne.gov/treasurer
- 3.1.2 A set of APIs to allow us to integrate the payment gateway with our IIS.Net application.

- 3.1.3 Functions provided by the Web service:
- Shall be encrypted and secure via user id and password or equivalent.
 - Determine whether a payment can be made at this time.
 - Determine the payment methods allowed. Payment methods defined are Visa, MasterCard, Discover/Novus, American Express, and ACH (automated clearing house, via checking or savings account).
 - Calculate the convenience fee to be paid by the end user, given the base amount of the payment.
 - Make a payment using one of the allowed payment methods. An on-line authorization is performed if the payment is by credit card.
 - If an error is encountered, the transaction will not be retried at a later time.
 - Settlement of successful transactions is performed in batch mode. It is not necessary to invoke the Web service to cause transactions to be settled.
 - Provide a way to test transactions that are for testing use only.
- 3.1.4 City of Lincoln Information Services provides the payment selection; the Vendor is responsible for the back end payment processing.
- 3.1.5 Before submitting payment the citizen must see the base and the convenience fee.
- 3.1.6 A section where the customer can input name of payee and phone number is required.
- 3.1.7 Must have a verification, where the customer either enters financial information twice or asked to verify information.
- 3.1.8 The County is contracted with US Bank/Elavon for Merchant Card processing through December 31, 2019.
- 3.1.8.1 It will be required that the Vendor is able to connect to or be certified to Elavon/Nova Network.
- 3.1.8.2 Vendor shall indicate other networks that they are capable of connecting to and are certified with in their written response.
- 3.1.9 The City of Lincoln Information Services department is currently working on a shopping cart feature as well as adding more services for payments such as special assessments, centrally assessed, distress warrants and tax certificates.
- 3.1.10 Vendors must provide a competitively based discounted rate for the processing of all four (4) major credit cards: Visa, MasterCard, American Express and Discover and a flat fee for echeck and/or esavings for online transactions.
- 3.1.11 Vendor shall communicate with Elavon, or the approved network, to process all cardholder transaction disputes.
- 3.1.12 Vendor will provide a single point of contact to assist with credit card/echeck processing services.
- 3.1.13 Vendor must be PCI compliant.
- 3.1.14 Vendor will hold all confidential information in strict confidence and not disclose this information to third parties without prior written consent of the disclosing party.
- 3.1.14 Web portal shall allow multiple users at different levels of security and access.
- 3.1.15 Reports shall be customized to meet the needs of the County.
- 3.1.16 Reports must reflect date ranges, batches and easy transaction searches as requested.
- 3.1.17 Funds must be transferred into the County's bank accounts the following business day.

3.2 POS CREDIT CARD SERVICES

- 3.2.1 The County is requesting a minimum of 40 plus EMV Compliant terminals as well as equipment that can be used in the field such as a square for cell phones.
- 3.2.2 The County is contracted with US Bank/Elavon for Merchant Card processing through December 31, 2019.
 - 3.2.2.1 It will be required that Vendors POS solution is able to connect to or be certified to the Elavon/Nova Network.
- 3.2.3 The County will not pay merchant card fees.
 - 3.2.3.1 Merchant card fees shall be passed to the payee through Convenience Fees assessed by the vendor at a fee negotiated and agreed to in the final contract.
 - 3.2.3.2 The Convenience fees are to be separate from government payments and shall be displayed before any payment is processed.
- 3.2.4 The service shall allow the County to authenticate the cardholder and use the card's PIN or magnetic strip for face to face and/or phone order sales to authorize and capture the transactions.
- 3.2.5 Vendor shall provide online reporting for all transactions.

3.3 WEB PORTAL

- 3.3.1 The County requires a web portal to intake over the counter payment credit card payments. Integration of POS payments into our tax payment systems is not necessary.
- 3.3.2 Reporting from the web portal allows the County the ease of accurately accounting for the citizens online and credit card POS payments.
- 3.3.3 The County requires no limitations on the amount of users that can sign on to perform daily functions.
- 3.3.4 The County prefers the ability to have many customizable tiers or services that County Administration can create without heavy reliance on the Vendor.
- 3.3.5 Vendor must ensure that system down time during business hours does not exceed 2% in a 24 hour period.

4. EVALUATION OF PROPOSAL AND SELECTION CRITERIA

- 4.1 Proposals shall be reviewed, evaluated and ranked by the Selection Committee to determine the selection of the successful company.
- 4.2 The evaluation factors for the initial evaluation (4.2.1 through 4.2.5) are listed in their order of relative importance:
 - 4.2.1 Technical Approach;
 - 4.2.2 Cost Proposal - "Attachment B";
 - 4.2.3 Qualifications, Experience and References;
 - 4.2.4 Ability to meet the project schedule;
 - 4.2.5 Quality of Proposal Submission and Response Characteristics; and
 - 4.2.6 Oral Interviews (if necessary).
 - 4.2.6.1 If Oral Interviews are conducted, the scores from the interviews shall be added to the short-listed Firm's respective scores from the initial evaluation to determine the top ranked Firm with the highest overall cumulative score.

5. **SUBMITTAL REQUIREMENTS**

FORMAT FOR REQUIRED INFORMATION- To achieve a uniform review process and the maximum degree of comparability, proposals shall be printed on 8.5" x 11" white paper, single sided and double spaced. Print type shall be 10 point. Font shall be Arial or Calibri.

5.1 Technical Approach (Tab 1 of Proposal Response)

- A. **FUND TRANSFER**-Describe the process for transferring funds to the County.
- * Include the following information:
 - * What method will be used?
 - * When will the County receive funds for credit card and Ach transactions?
 - * What are the daily cutoff times for transmission?
 - * Will Vendor need to debit our bank account?
- B. **EQUIPMENT**-Describe the hardware and software necessary for EMV-compliant acceptance of credit and debit cards (a) with card present, (b) card not present, (c) via e-Commerce (internet), and (d) pin-based debit.
- * Describe all software components, hardware components, services, and tasks required to implement a working, fully functional system.
 - * The Vendors point-of-sale terminal software must support the following functions:
 - a. Transaction processing for Visa, MasterCard, Discover, and American Express;
 - b. Automatic capture of payment details;
 - c. Authorization of payment amounts;
 - d. Void and refund;
 - e. Dual-copy receipt;
 - f. Decline notification message;
 - g. Rejection detail for non-authorized transactions; and
 - h. Update, add, or delete clerk and/or supervisor.
 - * The credit card payment terminals will have at a minimum:
 - a. Magnetic-stripe card reader;
 - b. EMV certified smart card reader;
 - c. NFC/Contactless;
 - c. Data entry keypad;
 - d. Optical display;
 - e. Integrated thermal receipt printer;
 - * Maximum number of users that can simultaneously utilize the credit card payment platform.
 - * Status of each device (owned, rented, leased).
 - * Software vendor and version number.
 - * Web address where payments are processed for face to face processing.
- C. **REPORTING**
- * Explain the vendor's reporting process and ways in which the reporting can be customized.
 - * Provide samples of different levels of reports.
 - * Define the download capabilities and level of customization.
 - * Define standard reports, special reporting capabilities, level of detail available, retrieval capabilities, imaging capabilities, access mode, and reporting frequency.
 - * Provide details on a demo site for your online reporting portal, if available.

E. RETRIEVAL, DUPLICATES, CHARGE BACKS, VOIDS

- * Provide a detailed description on how the vendor handles retrieval and chargeback requests.
- * Provide a detailed description on how the vendor handles duplicate payments.
- * State the average elapsed time from receipt of a retrieval request to merchant receipt.
- * Describe the notification process for a new chargeback.
- * Describe the refund or void process for transactions processed online or at point of sale.

G. CONVENIENCE FEE PROGRAM

- * Describe the vendor's experience with convenience fees in a government setting.
- * Describe the vendor's ability to access different fees by type of payment and whether the fee is able to be shown separate from the payment amount.
- * Describe the impact on convenience fees in the event the county had to switch to different merchant service after December 31, 2019.

H. REDUNDANCY, SECURITY, AND DISASTER RECOVERY

- * Outline the security measures in place for the protection of data transmitted for processing.
- * Describe the security measures used to prevent unauthorized user access to either the system or the data.
- * Describe local backup and/or redundant systems.
- * Describe the vendors continuity plan for processing systems and platforms in a disaster situation.
- * Describe the time frame to become operational should a catastrophic event occur.
- * Detail the vendor's up-time percentage the last two years.
 - * Provide system availability statistics for the current and prior year.
 - * Include the longest period that you were unable to authorize transactions.

H. TRANSACTION PROCESSING

- * Detail annual credit card processing volumes and Ach processing volumes for the last 2 years.
- * Detail how long the vendor has been certified to the Elavon/Nova network.
- * The current merchant service contract for the County is set to expire as of December 31, 2019. If the county needs to change merchant services, detail the vendor's other merchant services certifications and the ability to transition to a different merchant service in the event of a change in contract.
- * Respondent must provide evidence of their PCI DSS compliance.

I. OTHER SERVICES

- * Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.
- * Describe support provided after implementation.
- * Discuss optional and alternative payment services that you believe may help the Lancaster County Treasurer's Office expand merchant credit card payment options for other county agencies including costs.

5.2 Experience, Qualifications and References (Tab 2 of Proposal Response)

- * Detail the experience of the Vendor working with County government entities.
- * Provide a reference list of three other government customers similar to Lancaster County that currently uses your processing services.
- * Provide information regarding the vendor's headquarters and facilities.
- * Provide examples of websites used by other government agencies that utilize the Vendor's product.
- * Provide the name, title, and location of the proposed implementation manager.
- * Provide the name, title and location of the customer service representative.
- * Describe help desk and other support functions to include, but not limited to:
 - a. The relationship management team or individual that will service and support this account and its functional responsibility throughout the full term of this contract.
 - b. Expertise and size of staff.
 - c. Hours of operation and after hours response time for system and equipment failure.
 - d. Actual response time for inquiries.
 - e. Remediation and reconciliation procedures.

5.3 Ability to meet the project schedule (Tab 3 of Proposal Response)

- * Provide a preliminary timeline which outlines primary benchmarks associated with meeting the scheduled deadlines listed in these Specifications.
- * Provide a detailed description of the implementation process, including testing and a suggested implementation schedule.
 - a. The Implementation Schedule must outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.

5.4 Quality of Proposal Submission and Response Characteristics (Tab 4 of Proposal Response)

- * Vendor submitted the Proposal response in a complete, clear and concise manner and in accordance with the requested format.
- * Provide information regarding the vendor's headquarters and facilities.

5.5 Cost Proposal – “Attachment B” (Place in a sealed envelope within the RFP package)

A. Complete and submit in a separate sealed envelope the Cost Proposal “Attachment B” found in the Bid Attachment section of E-bid.

Include ALL fees that may be applicable to the County's service, including, but not limited to:

- * Implementation and conversion costs and/or any additional costs or fees associated with the services provided.
- * Chargeback cost (current average of 80 chargebacks a year)
- * Provide pricing for credit and debit card convenience fees with a breakdown of charges by credit card type, and echeck/savings transaction fees. (see attachment A for annual volume).
- * The County will accept a simplified discount pricing schedule, but more than one pricing option may be included.

* Specify any differences in discount rates and processing fees for internet transactions.

* This fee will not be collected by the County.

* If the County were to switch to another merchant service contract after December 31, 2019 , provide additional cost or a change in convenience fees if applicable.

* The fees and charges present in this proposal shall remain firm for a minimum of two (2) years and any future pricing changes must be provided to Lancaster County and approved in written format at least thirty (30) days prior to taking effect.

ATTACHMENT A

| RE ONLINE | | |
|----------------|--|------------------------------|
| Year | Volume | Revenue |
| 2015/16 | E-Check/Credit card/debit | |
| Oct, 2015 | E-check | 186 \$336,220.73 |
| | CC/debit | 101 \$86,941.70 |
| | Total | 287 \$423,162.43 |
| Nov, 2015 | E-check | 54 \$89,109.91 |
| | CC/debit | 35 \$48,965.28 |
| | Total | 89 \$138,075.19 |
| Dec, 2015 | E-check | 620 \$2,068,063.69 |
| | CC/debit | 58 \$28,694.32 |
| | Total | 678 \$2,096,758.01 |
| Jan, 2016 | E-check | 286 \$595,370.66 |
| | CC/debit | 3 \$70,300.54 |
| | Total | 289 \$665,671.20 |
| Feb, 2016 | E-check | 304 \$742,393.55 |
| | CC/debit | 101 \$142,662.98 |
| | Total | 405 \$885,056.53 |
| Mar, 2016 | E-check | 1976 \$5,119,655.00 |
| | CC/debit | 547 \$908,004.34 |
| | Total | 2523 \$6,027,659.34 |
| Apr, 2016 | E-check | 819 \$1,498,907.66 |
| | CC/debit | 222 \$372,678.35 |
| | Total | 1041 \$1,871,586.01 |
| May, 2016 | E-check | 161 \$329,471.18 |
| | CC/debit | 45 \$40,958.41 |
| | Total | 206 \$370,429.59 |
| Jun, 2016 | E-check | 174 \$323,499.89 |
| | CC/debit | 56 \$109,682.94 |
| | Total | 230 \$433,182.83 |
| Jul, 2016 | E-check | 1655 \$4,308,419.74 |
| | CC/debit | 417 \$655,338.70 |
| | Total | 2072 \$4,963,758.44 |
| Aug, 2016 | E-check | 789 \$1,626,420.27 |
| | CC/debit | 238 \$344,781.19 |
| | Total | 1027 \$1,971,201.46 |
| Sept, 2016 | E-check | 592 \$1,134,113.28 |
| | CC/debit | 262 \$391,845.30 |
| | Total | 854 \$1,525,958.58 |
| Oct, 2016 | E-check | 173 \$412,379.12 |
| | CC/debit | 173 \$96,719.59 |
| | Total | 346 \$509,098.71 |
| | Grand Total | 10047 \$21,881,598.32 |
| | MasterCard, Visa, Discover, American Express | |
| | Echeck/Esavings | |

| TOTALS | Volume | Revenue |
|------------|--------|--------------------|
| | 2258 | \$3,297,573.64 |
| AVG | | TRANSACTION |
| | | \$ 1,460.40 |

CREDIT CARD POS/ONLINE

ECHECK/ESAVINGS

| TOTALS | Volume | Revenue |
|--------|--------|--------------------|
| | 7789 | \$ 18,584,024.68 |
| | | \$ 2,385.93 |

| STOP ONLINE | | |
|----------------|----------------------------|--------------------------|
| Year | Volume | Revenue |
| 2015/16 | Credit card/debit | |
| Oct, 2015 | | 394 \$39,400.00 |
| Nov, 2015 | | 418 \$41,600.00 |
| Dec, 2015 | | 385 \$38,500.00 |
| Jan, 2016 | | 398 \$39,600.00 |
| Feb, 2016 | | 469 \$46,100.00 |
| Mar, 2016 | | 636 \$63,200.00 |
| Apr, 2016 | | 557 \$55,700.00 |
| May, 2016 | | 499 \$49,700.00 |
| Jun, 2016 | | 626 \$62,600.00 |
| Jul, 2016 | | 425 \$42,500.00 |
| Aug, 2016 | | 548 \$54,600.00 |
| Sept, 2016 | | 609 \$60,700.00 |
| Oct, 2016 | | 466 \$46,400.00 |
| | Total | 6430 \$640,600.00 |
| | MasterCard, Visa, Discover | |
| AVG | | TRANSACTION |
| | | \$100.00 |

| RE POS | | |
|----------------|----------------------------|-------------------------|
| Year | Volume | Revenue |
| 2015/16 | Credit Card/debit | |
| Oct, 2015 | | 6 \$2,437.37 |
| Nov, 2015 | | 5 \$19,295.93 |
| Dec, 2015 | | 13 \$9,250.88 |
| Jan, 2016 | | 2 \$1,258.04 |
| Feb, 2016 | | 10 \$7,163.88 |
| Mar, 2016 | | 35 \$51,667.79 |
| Apr, 2016 | | 21 \$25,241.44 |
| May, 2016 | | 12 \$4,844.57 |
| Jun, 2016 | | 7 \$3,579.11 |
| Jul, 2016 | | 31 \$24,602.43 |
| Aug, 2016 | | 30 \$24,709.27 |
| Sept, 2016 | | 38 \$42,485.47 |
| Oct, 2016 | | 27 \$10,112.03 |
| | Total | 237 \$226,648.21 |
| | MasterCard, Visa, Discover | |
| AVG | | TRANSACTION |
| | | \$ 956.32 |

| BREAKDOWN | VOLUME | REVENUE |
|------------------|--------------|-------------------------|
| Discover | 2251 | \$ 716,934.37 |
| MasterCard | 10608 | \$ 2,805,805.61 |
| Visa | 61392 | \$ 12,949,595.75 |
| American Express | 198 | \$ 539,658.69 |
| Echeck | 7422 | \$ 18,453,012.12 |
| Esavings | 222 | \$ 437,063.03 |
| TOTALS | 82093 | \$ 35,902,069.57 |

| MV POS | | |
|----------------|----------------------------|------------------------------|
| Year | Volume | Revenue |
| 2015/16 | Credit card/debit | |
| Oct, 2015 | | 2694 \$816,066.73 |
| Nov, 2015 | | 2281 \$691,526.46 |
| Dec, 2015 | | 2484 \$748,121.87 |
| Jan, 2016 | | 2263 \$787,148.92 |
| Feb, 2016 | | 2966 \$903,464.82 |
| Mar, 2016 | | 3519 \$1,000,251.47 |
| Apr, 2016 | | 3092 \$914,976.40 |
| May, 2016 | | 3250 \$915,264.66 |
| Jun, 2016 | | 3461 \$1,026,865.31 |
| Jul, 2016 | | 3234 \$1,003,876.78 |
| Aug, 2016 | | 3519 \$1,058,522.05 |
| Sept, 2016 | | 3291 \$1,052,847.00 |
| Oct, 2016 | | 2950 \$916,023.46 |
| | Total | 39004 \$11,834,955.93 |
| | MasterCard, Visa, Discover | |
| AVG | | TRANSACTION |
| | | \$ 303.43 |

| DL POS | | |
|----------------|----------------------------|----------------------------|
| Year | Volume | Revenue |
| 2015/16 | Credit card/debit | |
| Oct, 2015 | 1820 | \$ 43,617.96 |
| Nov, 2015 | 1694 | \$ 40,638.52 |
| Dec, 2015 | 1833 | \$ 43,185.79 |
| Jan, 2016 | 1730 | \$ 42,242.29 |
| Feb, 2016 | 1957 | \$ 48,687.80 |
| Mar, 2016 | 2384 | \$ 54,905.10 |
| Apr, 2016 | 1843 | \$ 44,305.26 |
| May, 2016 | 2066 | \$ 50,987.60 |
| Jun, 2016 | 2218 | \$ 51,523.43 |
| Jul, 2016 | 2111 | \$ 50,291.03 |
| Aug, 2016 | 2294 | \$ 53,344.20 |
| Sept, 2016 | 2142 | \$ 49,431.45 |
| Oct, 2016 | 2131 | \$ 50,466.35 |
| | Total | 26223 \$ 623,626.78 |
| | MasterCard, Visa, Discover | |
| AVG | | TRANSACTION |
| | | \$ 26.50 |

| COMM CORRECTIONS POS | | |
|----------------------|--|---------------------------|
| Year | Volume | Revenue |
| 2015/16 | Credit card/debit | |
| Oct, 2015 | | 381 \$42,526.65 |
| Nov, 2015 | | 751 \$39,896.96 |
| Dec, 2015 | | 1100 \$36,605.41 |
| Jan, 2016 | | 1411 \$30,338.00 |
| Feb, 2016 | | 1803 \$43,603.52 |
| Mar, 2016 | | 2186 \$42,654.63 |
| Apr, 2016 | | 2530 \$39,082.46 |
| May, 2016 | | 2831 \$34,301.00 |
| Jun, 2016 | | 3185 \$40,579.66 |
| Jul, 2016 | | 3474 \$38,374.45 |
| Aug, 2016 | | 3792 \$43,506.89 |
| Sept, 2016 | | 4112 \$37,782.70 |
| Oct, 2016 | | 4464 \$37,752.42 |
| | Total | 32020 \$507,004.75 |
| | MasterCard, Visa, Discover, American Express | |
| AVG | | TRANSACTION |
| | | \$ 15.83 |

| Sheriff's Office POS Services Annual | | |
|--------------------------------------|--|--------------------|
| 2015/16 | Credit card/debit | Revenue |
| Criminal Histories | 13 | \$ 135.00 |
| Distress Warrants | 165 | \$ 10,047.57 |
| Handgun Permits | 534 | \$ 2,670.00 |
| Paper Service | 345 | \$ 12,177.60 |
| Titles | 1465 | \$ 14,650.00 |
| Trust Deposit | 70 | \$ 3,702.00 |
| Total | 2522 | \$ 39680.17 |
| | MasterCard, Visa, Discover, American Express | |

| County Engineers POS Service Annual | | |
|-------------------------------------|--|--------------------|
| Oct 2015 to Oct 2016 | Volume | Revenue |
| | 90 | \$ 3,926.61 |
| | MasterCard, Visa, Discover, American Express | |
| AVG | | TRANSACTION |
| | | \$ 43.63 |

| County Clerks POS Service Annual | | |
|----------------------------------|--|---------------------|
| Oct 2015 to Oct 2016 | Volume | Revenue |
| Over the Counter | 1406 | \$ 40,312.28 |
| TOTAL | 1406 | \$ 40,312.28 |
| | MasterCard, Visa, Discover, American Express | |
| AVG | | TRANSACTION |
| | | \$ 28.67 |

ATTACHMENT B

Company Name:

| | ANNUAL VOLUME | AVG TRANS | FEES | FEE PROPOSED FOR DISCOVER/MASTER CARD/VISA | FEE PROPOSED FOR DISCOVER/MC/VISA/AMERICAN EXPRESS | FEE FOR ECHECK/ESAVINGS |
|---------------------------------------|---------------|--------------|------|---|---|-------------------------|
| RE ONLINE CREDIT CARD | 2258 | \$ 1,460.40 | | | | |
| RE POS CREDIT CARD | 237 | \$ 956.32 | | | | |
| MV POS CREDIT CARD | 39004 | \$ 303.43 | | | | |
| DL POS CREDIT CARD | 26223 | \$ 26.50 | | | | |
| STOP PROGRAM ONLINE CREDIT CARD | 6430 | \$ 100.00 | | | | |
| COMMUNITY CORRECTIONS POS CREDIT CARD | 32020 | \$ 15.83 | | | | |
| SHERIFF'S OFFICE POS CREDIT CARD | 2522 | \$ 39,680.17 | | | | |
| ENGINEERS POS CREDIT CARD | 90 | \$ 43.63 | | | | |
| CLERKS POS CREDIT CARD | 1406 | \$ 28.67 | | | | |
| RE ONLINE ECHECK/ESAVINGS | 7789 | \$ 2,385.93 | | | | |
| SHERIFF ONLINE ECHECK/ESAVINGS | 70 | \$ 3,702.00 | | | | |
| | | | | | | |
| | | | | | | |
| CHARGEBACKS FEES | 80 | | | | | |
| IMPLEMENTATION/CONVERSION | | | | | | |
| ONGOING COST | | | | | | |
| EQUIPMENT COST | | | | | | |

ADDENDUM #1
Issue Date: 02/27/17
Bid No. 17-079

LANCASTER COUNTY ONLINE PAYMENTS AND POINT OF SALE SERVICES

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

1. Page 2 details the County's proposed schedule.
Do you intend to be live with all services by May 15 or is this the scheduled kick off date with the selected vendor?

Answer: The intent is to be live by May 15 but this is a preliminary schedule and the go-live date may be negotiated during the award process. The County expects the awarded Vendor to go-live as soon as possible after contract execution.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

ADDENDUM #2
Issue Date: 03/02/17
Bid No. 17-079

LANCASTER COUNTY ONLINE PAYMENTS AND POINT OF SALE SERVICES

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

The following questions have been received:

Question 1: Reading through the RFP we noticed the following requirement.

3.1.8 The County is contracted with US Bank/Elavon for Merchant Card processing Through December 31, 2019.

3.1.8.1 It will be required that the Vendor is able to connect to or be certified to Elavon/Nova Network.

Is Lincoln looking for a new processor to replace Elavon prior to Dec 31, 2019 when their contract ends? If not, please explain how you would like the RFP winning processor to work with Elavon.

Answer: No, the County is not looking for a merchant service contact. The Vendor will need to be certified to Elavon and be the County's front end processor.

Question 2: Since Elavon is under contract, they will continue to provide "merchant absorbed" services to Lincoln. In other words, you will continue to pay the fees for all Elavon transactions. This RFP is for a convenience fee model where the card holders will pay the fees. Is this assessment correct?

Answer: No, the County does not pay merchant fees, the convenient fee model will be an agreement between Elavon and the front end processor.

Question 3: Lastly, we are a direct processor who has developed a proprietary convenience fee software. Unlike middleware software vendors, a certification to Elavon is not necessary. Removing the middleware software vendor will generate savings to you and your constituents. *Is it acceptable to respond without certifying to Elavon?*

Answer: No, as the County is currently under contract until December 31, 2019.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Suzanne Ideus
Assistant Purchasing Agent

ADDENDUM #3
Issue Date: 03/10/17
RFP No. 17-079

LANCASTER COUNTY ONLINE PAYMENTS AND POINT OF SALE SERVICES

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

Item 1 - The following questions have been received:

Note: The statement directly below only applies to Questions **1 through 5**:

"I wanted to see if you could clarify requirement number 2.5 in the Purpose & Intent section. The requirement states "The County is currently contracted with US Bank/Elavon for Merchant Card Processing and will require that Vendor's POS and online solution are able to connect to or be certified by the Elavon/Nova Network."

Our questions for this requirement are:

Question 1. Will the County's merchant processing transactions related to this RFP need to be processed through Elavon? If so, why is the County issuing a merchant services RFP?

Answer: ***Yes. This RFP is for collection of online and POS payments only***

Question 2. If the County is simply looking for a service provider to facilitate the collection of online and POS payments and use Elavon as the processor, what kind of arrangement does the County have with Elavon to compensate the new service provider for their services?

Answer: ***There is no arrangement for compensation***

Question 3. Is the Elavon's processing solution capable of charging a convenience fee to the payor to cover merchant card processing costs?

Answer: ***Yes***

Question 4. If the new service provider needs to integrate with Elavon, we will need all API specifications for the Elavon platform. Can you provide the contact information for your Elavon account representative, so we can reach out to them and get the API documentation?

Answer: ***The API information can be acquired by contacting Greer Almquist at US Bank – greer.almquist@usbank.com or 402-536-5101.***

Question 5. What is the current Elavon pricing for merchant services to the County?

Answer: ***That is outside the scope of this RFP***

Question 6. On page 3, it is noted in the RFP that "The County is currently contracted with US Bank/Elavon for Merchant Card Processing and will require that Vendors POS and online solution are able to connect to or be certified by the Elavon/Nova Network." The Elavon/Nova Network is a proprietary system and we are not able to connect into their system. Would you like information on our solutions for future consideration, after the contract with Elavon has ended?

Answer: *No, not at this time.*

Question 7. Do you have any need for solutions that are not integrated with Elavon?

Answer: *No, not at this time.*

Question 8. Please clarify your answer to the question below. Elavon is the county's front end processor. A processor can't certify to another processor for the purpose of being your front end processor.

Question 1: Reading through the RFP we noticed the following requirement.

3.1.8 The County is contracted with US Bank/Elavon for Merchant Card processing Through December 31, 2019.

3.1.8.1 It will be required that the Vendor is able to connect to or be certified to Elavon/Nova Network.

Is Lincoln looking for a new processor to replace Elavon prior to Dec 31, 2019 when their contract ends? If not, please explain how you would like the RFP winning processor to work with Elavon.

Answer: No, the County is not looking for a merchant service contact. The Vendor will need to be certified to Elavon and be the County's front end processor.

Answer: *No, the County is not looking for a merchant service contact. The Vendor will need to be certified to Elavon and be the County's front end processor. Elavon is not our current front end processor. The information is passed along to them from our current front end processor.*

Question 9. Can Lancaster County please explain the contractual relationship between the county and Elavon/Nova Network and how the vendor selected for online payment and point of sale services fits into this existing relationship/contract?

- Specifically, we would like to understand if the county processes directly with Elavon today, and if so understand the benefit of moving that processing to a third-party on Elavon's platform versus continuing to work directly with Elavon.
- Additionally, has Elavon agreed to allow a third-party to service the remainder of the contract?

Answer: *Elavon is the back end processor for the County's current POS system. The County is contracted with US Bank through December 31,2019 and will continue to be the back end processor.*

Question 10. What payment gateway and point of sale terminals is the county currently using for processing?

- And do both currently support dual-merchant accounts to support a convenience fee model?
-

Answer: *Lancaster County is currently using magnetic swipe readers attached to personal computers. This current system does not support dual-merchant accounts. All point of sale transactions are charged a convenience fee which makes dual-merchant accounts unnecessary.*

Question 11. Can the County please describe the e-check transaction process?

* Is that under the Elavon Contract?

* Would the awarded vendor to this RFP be able to provide the E-check services?

Answer: *The e-check transaction process is addressed in the specs in sections 3.1.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.13, and 3.1.14.*

Yes, the vendor will provide the echeck/esavings processing in conjunction with the front end processing of credit/debit cards with Elavon as the merchant service provider.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert Walla
Purchasing Agent

INSURANCE INSTRUCTIONS AND EXAMPLES

The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission recently updated the insurance requirements for services conducted on the premises. Please note that coverage amounts and other terms are now consistent for all three entities. Vendors must now provide a minimum of a Certificate of Accord and Endorsement for Additional Insured completed as shown in the attached Example documents. All companies which are not exempt from Workers Compensation insurance must also complete an endorsement as shown. Please make special note of the following:

Certificate of Liability Insurance – The Description of Operations and Certificate Holder boxes must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed. All other information including coverage amounts must also be completed as listed in the INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS document. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Additional Insured Endorsement – The “Name of Person or Organization” box must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name and Policy Number must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Workers Compensation Endorsement - The “Schedule” section of the form must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name, Policy Number and other information requested at the bottom of the page must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

If you or your insurance carriers have questions regarding these requirements, please email Brienne at bcrooks@lincoln.ne.gov or call 402-441-7417.

Thank you.
City/County Purchasing

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

1. Insurance; Coverage

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

1.1 Workers' Compensation

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.2 Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.3 Automobile Liability

The Contractor shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.4 Builder's Risk Insurance (Required only if appropriate)

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

**Coverage required whenever work under contract involves construction or repair of a building structure or bridge.*

1.4.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

1.5 Pollution Liability (Required only if appropriate)

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**Coverage required whenever work under contract involves pollution risk to the environment.*

1.6 Professional Liability (Required only if appropriate)

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the Contractor.

**Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.*

1.7 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. The Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

1.7.1 Railroad Protective Liability (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.8 Errors and Omissions; Professional Liability; Cyber Insurance (Required only if appropriate)

The Contractor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for the City/County/PBC or on behalf of the City/County/PBC hereunder. Contractor's policy should also include network risk / cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense). Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. The City/County/PBC shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

2. Additional Insured

An Additional Insured endorsement shall be provided to City/County/PBC naming City/County/PBC as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

3. Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the City/County/PBC within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

4. Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even

though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

5. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

6. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

7. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

8. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

9. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

10. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------|-------------------------------|----------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No. Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as additionally insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln and/or
 Lancaster County and/or
 City of Lincoln/Lancaster County Public Building Commission
 555 South 10th Street
 Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building
Commission

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

Example

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the Purchasing Agent as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed to best serve County requirements.
- 10.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

11. TERMINATION/ASSIGNMENT

- 11.1 The County may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 12.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. AFFIRMATIVE ACTION

- 15.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

16. TAXES AND TAX EXEMPT CERTIFICATE

- 16.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided upon your request as applicable.

17. E-VERIFY

- 17.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes in Covered Auto Liability Coverage:

Who Is An Insured is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."
2. Any other person, while using a covered "auto" with your permission.

Additional insured:

Where required by written contract executed prior to loss

Policy Number
BAP 8376848-18

SCHEDULE OF FORMS AND ENDORSEMENTS

Zurich American Insurance Company

Named Insured RELX US HOLDINGS INC.

Effective Date: 01-01-17

12:01 A.M., Standard Time

Agent Name AON RISK SERVICES NORTHEAST, INC.

Agent No. 90060-000

| | | |
|----------------|-------|--|
| CA 21 48 | 10-13 | IA UM COVERAGE - BODILY INJURY |
| CA 21 50 | 10-13 | CO UM COVERAGE - BODILY INJURY |
| CA 21 51 | 10-13 | SPLIT BOD INJ UNDERINSRD MOTOR COV LMT |
| CA 21 54 | 10-13 | CA UM COVERAGE - BODILY INJURY |
| CA 21 56 | 10-13 | MO SPLIT UM COVERAGE LIMITS |
| CA 21 70 | 10-13 | NE UNINSURED & UNDERINSURED MOTORIST COV |
| CA 21 72 | 10-09 | FL UNINSURED MCTORISTS COV - NON STACKED |
| CA 21 75 | 10-13 | NE SPLIT UM & UIM MOTORISTS COV LIMIT |
| CA 21 76 | 10-13 | KENTUCKY UNINSURED MOTORISTS COVERAGE |
| CA 21 77 | 10-13 | NJ SPLIT UM & UIM COVERAGE LIMITS |
| CA 21 79 | 10-13 | KENTUCKY UNDERINSURED MOTORISTS COVERAGE |
| CA 21 92 | 10-13 | PA UM COVERAGE NON-STACKED |
| CA 21 93 | 10-13 | PA UIM MOTORISTS COVERAGE NON-STACKED |
| CA 21 95 | 10-13 | PA SPLIT UM COVERAGE LIMITS NON-STACKED |
| CA 21 96 | 10-13 | PA SPLIT UNDERINSURED MOTOR NON-STACKED .. |
| CA 22 10 | 01-13 | FL PERSONAL INJURY PROTECTION |
| CA 22 11 | 01-08 | FL ADDED PERSONAL INJURY PROTECTION |
| CA 22 16 | 10-13 | KY PERSONAL INJURY PROTECTION |
| CA 22 17 | 10-13 | KY ADDED PERSONAL INJURY PROTECTION |
| CA 22 30 | 03-16 | NJ PERSONAL INJURY PROTECTION |
| CA 22 31 | 10-13 | NJ ADDED PERSONAL INJURY PROTECTION COV. |
| CA 22 32 | 11-13 | NY MANDATORY PIP ENDORSEMENT |
| CA 22 33 | 11-13 | NY ADDITIONAL PERSONAL INJURY PROTECTION |
| CA 22 37 | 10-13 | PA BASIC FIRST PARTY BENEFIT |
| CA 22 46 | 01-16 | VA MEDICAL EXPENSE & INCOME LOSS BENEFIT |
| CA 22 50 | 01-13 | FL EXTENDED PERSONAL INJURY PROTECTION |
| CA 22 57 | 10-13 | WASHINGTON PIP - NAMED INDIVIDUALS |
| CA 22 64 | 10-13 | TEXAS PERSONAL INJURY PROTECTION ENDT |
| CA 23 25 | 10-13 | COVERAGE FOR INJURY TO LEASED WORKERS |
| CA 31 03 | 03-94 | GA SPLIT UM COVERAGE LIMITS |
| CA 31 04 | 10-13 | MO - UNDERINSURED MOTORISTS COVERAGE |
| CA 31 14 | 10-13 | KY SPLIT UIM COVERAGE LIMITS |
| CA 31 16 | 12-15 | IN UNDERINSURED MOTORISTS COVERAGE |
| CA 31 17 | 10-13 | OH UM COVERAGE- PROPERTY DAMAGE |
| CA 31 25 | 02-01 | TEXAS SPLIT UM/UIM COV LIMITS |
| CA 31 27 | 12-05 | VA SPLIT UNINSURED MOTORIST LIMITS |
| CA 31 43 | 11-15 | OKLAHOMA UM COVERAGE-NONSTACKED |
| CA 99 03 | 10-13 | AUTO MEDICAL PAYMENTS COVERAGE |
| CA 99 16 | 10-13 | HIRED AUTO SPECIFIED AS COV AUTO YOU OWN |
| CA 99 33 | 10-13 | EMPLOYEES AS INSUREDS |
| CA 99 60 | 10-13 | AUDIO VISUAL & DATA ELEC EQUIP COV |
| IL 00 03 | 09-08 | CALCULATION OF PREMIUM |
| IL 00 17 | 11-98 | COMMON POLICY CONDITIONS |
| IL 00 21 | 09-08 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDT |
| IL 02 77 | 03-12 | LOUISIANA CHANGES-CANC & NONRENL |
| MM 20 26 | 10-13 | LESSOR-ADDL INSD AND LOSS PAYEE MA |
| MM 99 11 | 10-13 | MA MAND.ENDT-BUS.AUTO AND MOT.CARRIER |
| MM 99 13 | 10-13 | AUTO MEDICAL PAYMENTS COVG - MASS |
| MM 99 22 | 10-13 | DOC BROADENED COVG FOR NAMED INDIV-MA |
| MM 99 28 | 10-13 | UNINSURED MOTORISTS COVG - MA |
| MM 99 35 | 04-11 | PIP COVG - MASS |
| MM 99 50 | 10-13 | ADDITIONAL INSURED - MA |
| MM 99 54 | 10-13 | UNDERINSURED MOTORISTS COV - MA |
| MM 99 67 | 10-13 | MASSACHUSETTS CHANGES |
| U-CA-531-B | 02-08 | NOTICE REGARDING TERRORISM PREMIUM |
| U-GU-1191-A CW | 03-15 | SANCTIONS EXCLUSION ENDORSEMENT |

NAMED INSURED

RELX US HOLDINGS INC.
CHILTON
ACUITY
REED BUSINESS INFORMATION INC.
GLOBAL RANGE
SCHNELL PUBLISHING INC.
REED ELSEVIER TECHNOLOGY SERVICES
MATTHEW BENDER & CO., INC.
GLOBAL HR SHARED SERVICES
LEXISNEXIS
MOREOVER
REED TECHNOLOGY INFORMATION SERVICES
MLEX
LEXMACHINA
LEXISNEXIS RISK SOLUTIONS FL INC.
LN SPECIAL SERVICES INC.
LEXISNEXIS RISK DATA MANAGEMENT INC.
LEXISNEXIS CLAIMS SOLUTIONS INC.
LEXISNEXIS RISK SOLUTIONS GA INC.
LN RISK SOLUTIONS INC.
SIGNATURE INFORMATION SOLUTIONS LLC
LEXISNEXIS RISK DATA RETRIEVAL SERVICES LLC
LEXISNEXIS VITALCHEK NETWORK INC.
LN INSURANCE EXCHANGE
EDI WATCH INC.
MEDIA
ENCLARITY INC.
HEALTH MARKET SCIENCE
WORLD COMPLIANCE
LN COPLOGIC SOLUTIONS, INC.
GLOBAL PROCUREMENT
GLOBAL REAL ESTATE
RELX INC.
REED INTELLECTUAL PROPERTY
MIDEM
REED EXHIBITION CENTER
ELSEVIER INC.
HB PUBLISHERS INTERNATIONAL, INC.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1-1-17

Policy No. WC8376845-18

Endorsement No.

Insured RELX US Holdings Inc.

Premium \$ Subject to Audit

Insurance Company Zurich American Insurance Co.

Countersigned by _____

Policy Number
BAP 8376848-18

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured RELX US HOLDINGS INC.

Effective Date: 01-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES NORTHEAST, INC.

Agent No. 90060-000

NAMED INSURED

RELX US HOLDINGS INC.
CHILTON
ACUITY
REED BUSINESS INFORMATION INC.
GLOBAL RANGE
SCHNELL PUBLISHING INC.
REED ELSEVIER TECHNOLOGY SERVICES
MATTHEW BENDER & CO., INC.
GLOBAL HR SHARED SERVICES
LEXISNEXIS
MOREOVER
REED TECHNOLOGY INFORMATION SERVICES
MLEX
LEXMACHINA
LEXISNEXIS RISK SOLUTIONS FL INC.
LN SPECIAL SERVICES INC.
LEXISNEXIS RISK DATA MANAGEMENT INC.
LEXISNEXIS CLAIMS SOLUTIONS INC.
LEXISNEXIS RISK SOLUTIONS GA INC.
LN RISK SOLUTIONS INC.
SIGNATURE INFORMATION SOLUTIONS LLC
LEXISNEXIS RISK DATA RETRIEVAL SERVICES LLC
LEXISNEXIS VITALCHEK NETWORK INC.
LN INSURANCE EXCHANGE
EDI WATCH INC.
MEDIA
ENCLARITY INC.
HEALTH MARKET SCIENCE
WORLD COMPLIANCE
LN COPLOGIC SOLUTIONS, INC.
GLOBAL PROCUREMENT
GLOBAL REAL ESTATE
RELX INC.
REED INTELLECTUAL PROPERTY
MIDEM
REED EXHIBITION CENTER
ELSEVIER INC.
HB PUBLISHERS INTERNATIONAL, INC.



WAIVER OF
TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| POLICY NO. | EFF. DATBOF POL | EXP. DATBOF POL | EFF. DATBOF END. | AGENCY NO. | ADD'L PREM. | RETURN PREM. |
|---------------|-----------------|-----------------|------------------|------------|------------------|--------------|
| BAP8376848-18 | 1-1-17 | 1-1-18 | 1-1-17 | 90060-000 | Subject to Audit | |

Named Insured RELX US Holdings Inc.

Address (including ZIP Code) 313 Washington Street, Newton, MA 02458

This endorsement modifies insurance provided by the following:
Business Auto Coverage Part Truckers Coverage Part

SCHEDULE

Name of Person or Organization:

Only those persons or organizations for whom you are required to waive your rights of recovery
under the terms of a written contract

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned _____
Authorized Representative
